

The Mayor and Board of Aldermen of the City of Hernando met in regular session at City Hall on Tuesday, March 15, 2016, at 6:00 P.M. with Mayor Chip Johnson presiding. Aldermen present were: Alderman Lauderdale, Alderman Bryant, Alderman Miller, Alderman Higdon, Alderman McLendon, Alderwoman Brooks, and Alderman Hobbs. Also present for the meeting were: City Clerk Katie Harbin, Fire Chief Hubert Jones, Police Chief Scott Worsham, City Engineer Joe Frank Lauderdale, Planning Director Jared Darby, Public Works Director Gary McElhannon, Parks Director Dewayne Williams, Henry Bailey, Carolyn Richards, Paula Lauderdale, and Jim Kimberlin.

INVOCATION

Alderman Miller gave the invocation.

APPROVAL OF AGENDA

Agenda
City of Hernando
Mayor and Board of Alderman
Regular Meeting

March 15, 2016

6:00pm

- 1) Call the meeting to order
- 2) Invocation
- 3) Approve Agenda
- 4) Approve Docket of Claims No.'s 111844 – 112044 less 111853, 111854, 111947, and 111948
- 5) Approve Docket of Claims No.'s (Lauderdale) 111853, 111947, and 111948
- 6) Approve Docket of Claims No.'s (Miller) 111854
- 7) Approve Minutes
- 8) Consent Agenda
 - A) Authorize Carleton Rowland, Richard Raymond, Steven Margeson, and Charlie Barnette to attend the Firefighters Challenge on April 8-9, 2016 in Pensacola FL, and authorize to pay registration and travel expenses

- B) Set public hearing for May 3, 2016 for an application for a **Zoning Map Amendment**, submitted by **Orion Planning Group**, is requesting a zoning amendment for 60 acres from M-1, Light Industrial to PUD, Planned Unit Development. The subject property is better known as Parcel: 3081120000000500; situated in Section 12, Township 3 South, and Range 8 West
- 9) Approve request for temporary street closures from Through the Roof Pediatric Therapy for 5K
- 10) Proclaim April 6th, 2016 as National Walking Day
- 11) Authorize to hire Christy Priola as a Paramedic at a rate of \$15.36 per hour
- 12) Authorize to hire Creighton Collier for the Grounds and Turf Maintenance Supervisor at a rate of \$14.00 per hour
- 13) Approval of Bond Documents for the Refunding of the \$5,000,000 General Obligation Bonds, Series 2007
- 14) Approve payment of \$500.00 to Harry House, our Certified Water Operator (did not make the docket)
- 15) Authorize to hire Doug Thornton as our professional architect to design and oversee the construction of the concession /bathroom facility at the soccer complex
- 16) Approve the Hexagon Agreement and authorize Mayor Johnson to execute the agreement
- 17) Application for a **Zoning Map Amendment**, submitted by **Jim Kimberlin**, is requesting a zoning amendment for 1.0 acre from C-2, highway commercial to PUD, Planned Unit Development. The subject property is better known as Parcel: 307418003 0003100; situated in Section 18, Township 3 South, and Range 7 West
- 18) Adjourn

Motion was duly made by Alderman Lauderdale, and seconded by Alderwoman Brooks to approve the agenda as presented. A vote was taken with the following results:

Those voting "Aye": Alderman Lauderdale, Alderman Bryant, Alderman Miller, Alderman McLendon, Alderwoman Brooks, and Alderman Hobbs.

Those voting "Nay": None.

ORDERED AND DONE this the 15th day of March, 2016.

**APPROVE DOCKET OF CLAIMS NO.'S 111844 – 112044 LESS 111853, 111854, 111947,
AND 111948**

The Board of Aldermen were presented with a docket of claims No. 111844 - 112044 less 111853, 111854, 111947, and 111948 in the amount of \$1,132,685.00 for approval.

Motion was duly made by Alderman Miller, and seconded by Alderman Bryant to approve the docket of claims for payment as presented. A vote was taken with the following results:

Those voting "Aye": Alderman Bryant, Alderman Miller, Alderman Higdon, Alderman McLendon, Alderwoman Brooks, Alderman Hobbs, and Alderman Lauderdale.

Those voting "Nay": None.

ORDERED AND DONE this the 15th day of March, 2016

**APPROVE DOCKET OF CLAIMS NO.'S 111844 – 112044 LESS 111853, 111854, 111947,
AND 111948 (LAUDERDALE)**

Alderman Lauderdale recused himself and left the room.

The Board of Aldermen were presented with a docket of claims No. 111844 – 112044 less 111853, 111854, 111947, and 111948 in the amount of \$247,431.39 for approval.

Motion was duly made by Alderman Hobbs, and seconded by Alderman Higdon to approve the docket of claims for payment as presented. A vote was taken with the following results:

Those voting "Aye": Alderman Miller, Alderman Higdon, Alderman McLendon, Alderwoman Brooks, Alderman Hobbs, and Alderman Bryant.

Those voting "Nay": None.

ORDERED AND DONE this the 15th day of March, 2016

APPROVE DOCKET OF CLAIMS NO.'S 111854 (MILLER)

Alderman Miller recused himself and left the room.

The Board of Aldermen were presented with a docket of claims No. 111854 in the amount of \$34,971.59 for approval.

Motion was duly made by Alderman Higdon, and seconded by Alderman Hobbs to approve the docket of claims for payment as presented. A vote was taken with the following results:

Those voting "Aye": Alderman Higdon, Alderman McLendon, Alderwoman Brooks, Alderman Hobbs, Alderman Lauderdale, and Alderman Bryant.

Those voting "Nay": None.

ORDERED AND DONE this the 15th day of March, 2016

APPROVE MINUTES FROM THE REGULAR BOARD MEETING ON MARCH 1, 2016

Motion was duly made by Alderman Hobbs, and seconded by Alderman Bryant to approve the Minutes from the regular Board Meeting on March 1, 2016 as presented. A vote was taken with the following results:

Those voting "Aye": Alderman McLendon, Alderwoman Brooks, Alderman Hobbs, Alderman Lauderdale, Alderman Bryant, Alderman Miller, and Alderman Higdon.

Those voting "Nay": None.

ORDERED AND DONE this the 15th day of March, 2016

CONSENT AGENDA

- A) Authorize Carleton Rowland, Richard Raymond, Steven Margeson, and Charlie Barnette to attend the Firefighters Challenge on April 8-9, 2016 in Pensacola FL, and authorize to pay registration and travel expenses
- B) Set public hearing for May 3, 2016 for an application for a **Zoning Map Amendment**, submitted by **Orion Planning Group**, is requesting a zoning amendment for 60 acres from M-1, Light Industrial to PUD, Planned Unit Development. The subject property is better known as Parcel: 3081120000000500; situated in Section 12, Township 3 South, and Range 8 West

Motion was duly made by Alderman Higdon, and seconded by Alderman Miller to approve the Consent Agenda as presented. A vote was taken with the following results:

Those voting "Aye": Alderwoman Brooks, Alderman Hobbs, Alderman Bryant, Alderman Miller, and Alderman McLendon.

Those voting "Nay": None.

Alderman Lauderdale and Alderman Higdon abstained from voting.

ORDERED AND DONE this the 15th day of March, 2016

APROVE REQUEST FOR TEMPORARY STREET CLOSURES FROM THROUGH THE ROOF PEDIATRIC THERAPY FOR A 5K

The event will take place on June 4, 2016 on Panola street.

Motion was duly made by Alderman Miller, and seconded by Alderman Lauderdale to approve the request for temporary street closures from Through the Rood Pediatric Therapy for a 5K. A vote was taken with the following results:

Those voting "Aye": Alderman Hobbs, Alderman Lauderdale, Alderman Bryant, Alderman Miller, Alderman Higdon, Alderman McLendon, and Alderwoman Brooks.

Those voting "Nay": None.

ORDERED AND DONE this the 15th day of March, 2016

PROCLAIM APRIL 6, 2016 AS NATIONAL WALKING DAY



WHEREAS, cardiovascular disease is the leading cause of death in the United States and accounts for one-third of all deaths and stroke is the number 5 cause of death in the United States and is a leading cause of disability; and

WHEREAS, today about one in three American kids and teens is overweight or obese, and childhood obesity is now the top health concern among parents in the United States; and

WHEREAS, the direct and indirect costs of cardiovascular diseases, including lost productivity, are an estimated \$316.6 billion, and obesity is a significant factor driving health care spending; and

WHEREAS, regular physical activity can reduce cardiovascular disease risk and may increase life expectancy, but only 36 percent of children and 44 percent of adults get the recommended amount; and

WHEREAS, the American Heart Association recommends that children and adolescents participate in at least 60 minutes of moderate or vigorous intensity physical activity each day and adults do at least 150 minutes of moderate intensity physical activity or at least 75 minutes of vigorous intensity physical activity (or combination of both) each week; and

WHEREAS, moderate physical activity has many proven benefits for an individual's overall health including controlling body weight, blood cholesterol, and blood pressure. All of these changes help reduce the risk of cardiovascular disease and stroke; and

WHEREAS, the U.S. Centers for Disease Control and Prevention reported that if 10 percent of Americans began a regular walking program, an estimated \$5.6 billion in heart disease costs could be saved; and

WHEREAS, by providing families and children with safe places to be physically active, we can take steps towards improving heart health and reducing obesity rates; and

WHEREAS, walking one mile to and from school each day is two-thirds of the recommended 60 minutes of physical activity; and

WHEREAS, studies have reported that people who have parks or recreational facilities nearby exercise more than those who do not have easy access; and

WHEREAS, studies indicate that one of the best investments a company can make is in the health of its employees. By promoting a culture of physical activity, corporate America can decrease healthcare costs, increase productivity and improve the quality of life and longevity of the U.S. workforce; and

WHEREAS, on National Walking Day, April 6, the American Heart Association will kick-off a month-long campaign to encourage Americans to become more physically active; and

WHEREAS, National Walking Day is intended to motivate people to start and continue a physical activity program throughout the remainder of the month with the help of weekly physical activity themes. These four themes focus on walking, recreational sports, outdoor family activities and stress reduction and mindful movement; and

WHEREAS, on National Walking Day, the American Heart Association encourages all Americans to take a 30-minute walk with family, friends and colleagues and to share their minutes walked on social media with hashtag #AHALaceUp.

NOW, THEREFORE, the City of Hernando, recognizing the importance of regular physical activity, do hereby proclaim Wednesday, April 6, 2016 as "National Walking Day" in the City of Hernando, and urge all citizens to show their support for physical activity and the fight against heart disease and commemorate the month by taking time to get active. By increasing awareness of the importance of physical activity to reduce the risk for cardiovascular disease, we can save thousands of lives each year.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Hernando this 15th day of April 2016.

Chip Johnson, Mayor

Motion was duly made by Alderman Higdon, and seconded by Alderwoman Brooks to proclaim April 6, 2016 as National Walking Day. A vote was taken with the following results:

Those voting "Aye": Alderman Higdon, Alderman McLendon, Alderwoman Brooks, Alderman Hobbs, Alderman Lauderdale, Alderman Bryant, and Alderman Miller.

Those voting "Nay": None.

ORDERED AND DONE this the 15th day of March, 2016

AUTHORIZE TO HIRE CHRISTY PRIOLA AS A PARAMEDIC AT A RATE OF \$15.36 PER HOUR

Motion was duly made by Alderman Miller, and seconded by Alderman Higdon to authorize to hire Christy Priola as a Paramedic at a rate of \$15.36 per hour, per the recommendation of the Personnel Committee, following the recommendation of the Fire/EMS Chief. A vote was taken with the following results:

Those voting "Aye": Alderman McLendon, Alderwoman Brooks, Alderman Hobbs, Alderman Lauderdale, Alderman Bryant, Alderman Miller, and Alderman Higdon.

Those voting "Nay": None.

ORDERED AND DONE this the 15th day of March, 2016

AUTHORIZE TO HIRE CREIGHTON COLLIER FOR THE GROUNDS AND TURF MAINTENANCE SUPERVISOR AT A RATE OF \$14.00 PER HOUR

Motion was duly made by Alderman Higdon, and seconded by Alderman Hobbs to authorize to hire Creighton Collier for the Grounds and Turf Maintenance Supervisor at a rate of \$14.00 per hour, per the recommendation of the Personnel Committee, following the recommendation of the Parks and Recreation Director. A vote was taken with the following results:

Those voting "Aye": Alderwoman Brooks, Alderman Hobbs, Alderman Lauderdale, Alderman Bryant, Alderman Miller, Alderman Higdon, and Alderman McLendon.

Those voting "Nay": None.

ORDERED AND DONE this the 15th day of March, 2016

**APPROVAL OF BOND DOCUMENTS FOR THE REFUNDING OF THE \$5,000,000.00
GENERAL OBLIGATION BONDS, SERIES 2007**

Elizabeth Clark presented the information on the bond refunding. This refunding will save the City approximately \$150,000.00 over the remaining term of the bond.

The Mayor and Board of Aldermen of the City of Hernando, Mississippi (the "City"), took up for consideration the matter of adopting this sales parameter resolution and bond resolution in connection with the issuance of General Obligation Refunding Bonds, Series 2016, of the City. After a discussion of the subject, Alderman Higdon offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016 OF THE CITY OF HERNANDO, MISSISSIPPI (THE "CITY"), IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION THREE HUNDRED THOUSAND DOLLARS (\$3,300,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) THE ADVANCE REFUNDING OF ALL OR A PORTION OF THE OUTSTANDING MATURITIES OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2007, DATED MAY 1, 2007, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$5,000,000; (II) PAYING THE COSTS OF ISSUANCE IN CONNECTION THEREWITH; AND (III) FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Hernando, Mississippi, acting for and on behalf of said City of Hernando, Mississippi, hereby finds, determines, adjudicates and declares as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Sections 31-27-1 et seq., of the Mississippi Code of 1972, as amended.

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy or insolvency by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

"Authorized Officer" means the Mayor of the City, the Clerk of the City and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"Beneficial Owner" or "Beneficial Owners" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the Beneficial Owner of such Bond by a DTC participant on the records of such DTC participant, or such person's subrogee.

"Bond" or "Bonds" shall mean the not to exceed \$3,300,000 General Obligation Refunding Bonds, Series 2016 of the City authorized and directed to be issued in this Bond Resolution.

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"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement, by and between the City and the Underwriter, dated the date of sale of the Bonds.

"Bond Resolution" shall mean this resolution, as may be amended from time to time.

"Bondholder" or "Bondholders" or "Holder" or "Holders" or any similar term shall mean the registered owner of any Bond.

"Book-Entry System" means a book-entry system established and operated for the recordation of Beneficial Owners of the Bonds as described in Section 2 herein.

"Callable Bonds" shall mean certain maturities of the outstanding 2007 Bonds maturing on May 1 in the years 2018 through 2027, both inclusive, or shall include the 2007 Bonds maturing on May 1 in the years as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

"City" shall mean the City of Hernando, Mississippi.

"Clerk" shall mean the City Clerk of the City.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded and the regulations promulgated thereunder.

"County" shall mean DeSoto County, Mississippi.

"Direct Participant" means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

"DTC" means The Depository Trust Company.

"DTC participant" or "DTC participants" shall mean any participant for whom DTC is a Security Depository Nominee.

"Escrow Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the Refunded Bonds, and shall initially be First Security Bank, Batesville, Mississippi.

"Escrow Agreement" shall mean that Escrow Agreement dated the date of delivery of the Bonds by and between the City and the Escrow Agent, providing for the refunding of the Refunded Bonds.

"Escrow Fund" shall mean the City of Hernando, Mississippi, General Obligation Bonds, Series 2007 Escrow Fund established pursuant to the Escrow Agreement to pay the principal of and interest on the Refunded Bonds.

"Escrow Requirement" shall mean the sale proceeds of the Bonds deposited in the Escrow Fund to be invested and used to refund the Refunded Bonds as provided in the Escrow Agreement.

"Governing Body" shall mean the Mayor and Board of Aldermen of the City.

"Indirect Participant" shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository through a Direct Participant.

"Letter of Representations" shall mean the blanket issuer letter of representations from the City to DTC under the Book-Entry System.

"Mayor" shall mean the Mayor of the City.

"Municipal Advisor" shall mean Government Consultant's Inc., Jackson, Mississippi.

"Paying Agent" shall mean any bank, trust company or other institution whether designated by the Bond Resolution or hereafter designated by the Governing Body to make payments of the principal of and interest on the Bonds, and to serve as registrar and transfer agent for the registration of owners of the Bonds, and for the performance of other duties as may be specified by the Bond Resolution, the Bond Purchase Agreement or hereafter specified by the Governing Body and shall initially be First Security Bank, Batesville, Mississippi.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Project" shall mean the Refunding Project and paying the costs of issuance of the Bonds.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date thereof or the date set for redemption.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Refunded Bonds" shall mean the 2007 Bonds maturing on May 1 in the years 2018 through 2027, both inclusive; or shall include the 2007 Bonds maturing on May 1 in the years as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

"Refunding Project" shall mean providing funds for the advance refunding of the Refunded Bonds and the redemption price of the Callable Bonds.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent.

"Securities Depository" means The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Bonds.

"Securities Depository Nominee" means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Bonds to be delivered to such Securities Depository during the continuation with such Securities

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body and shall initially be First Security Bank, Batesville, Mississippi.

"2007 Bonds" shall mean the City's General Obligation Bonds, Series 2007, dated May 1, 2007, issued in the original principal amount of \$5,000,000.

"2007 Bond Resolution" shall mean the bond resolution, adopted by the City, in connection with the 2007 Bonds on April 3, 2007.

"2007 Paying Agent" shall mean First Security Bank, Batesville, Mississippi.

"2016 Bond Fund" shall mean the City of Hernando, Mississippi General Obligation Refunding Bonds, Series 2016, 2016 Bond Fund provided for in Section 13 hereof.

"2016 Costs of Issuance Fund" shall mean the City of Hernando, Mississippi General Obligation Refunding Bonds, Series 2016, 2016 Costs of Issuance Fund provided for in Section 14 hereof.

"Underwriter" shall mean Duncan-Williams, Inc., Memphis, Tennessee.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The City is authorized under the provisions of the Act to issue its Bonds to fund the Project. It is advisable and in the public interest to issue the Bonds for the purpose stated herein. The refunding of the Refunded Bonds will result in a net present value savings of the City of at least two percent (2.00%) of the debt being refunded as required by the Act.

3. The estimated cost of the Project is not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000), which costs are to be funded with the proceeds of the Bonds.

4. The Governing Body recognizes that the current low interest rate environment provides an opportunity to refund the Refunded Bonds, and the Governing Body further realizes that the Governing Body must move expeditiously to accomplish the greatest savings possible by the issuance of the Bonds.

5. In that the bond market is volatile, the Governing Body needs to authorize the negotiated sale of the Bonds to the Underwriter, subject to the satisfaction of the conditions as hereinafter set forth in Section 25 and authorizes the Mayor and Clerk to execute the Bond Purchase Agreement, prior to a scheduled meeting of the Governing Body in order to maximize the savings to the City regarding the issuance of the Bonds.

6. The City recognizes that in order to prepare the necessary offering documents it is in the best interest of the City to engage and authorize Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel and Government Consultants, Inc., Jackson, Mississippi, as Municipal Advisor to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bonds and effectuate the issuance of such Bonds.

7. It is necessary to approve the execution of the Preliminary Official Statement, to be dated the date of distribution thereof (the "Preliminary Official Statement") for the sale of the Bonds and the distribution thereof to prospective purchasers of the Bonds.

8. It is necessary to approve the form of and execution of the Bond Purchase Agreement with regard to the sale of the Bonds.

9. It is necessary to approve the form of, execution and distribution of an Official Statement, to be dated the date of execution of the Bond Purchase Agreement (the "Official Statement") for the Bonds.

10. It is necessary to approve the Escrow Agent and the form and execution of the Escrow Agreement for the Refunded Bonds.

11. It is necessary to authorize the Mayor or Clerk of the City to provide a written notification to the 2007 Paying Agent (the "2007 Bonds Notice of Refunding/Redemption") of the advanced refunding of the Refunded Bonds and to approve the form of and execution of the notice of refunding of the Refunded Bonds.

12. It has now become necessary to make provision for the preparation, execution and issuance of said Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owners shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. (a) The Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of Bond

certificates to be made except as provided in this Section 2. Any provision of this Bond Resolution or the Bonds requiring physical delivery of the Bonds shall, with respect to any Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the Registration Records maintained by the Paying Agent that such Bonds are subject to the Book-Entry System.

(b) So long as a Book-Entry System is being used, one Bond in the aggregate principal amount of the Bonds and registered in the name of the Securities Depository, the Securities Depository Nominee and the Participants and Indirect Participants will evidence beneficial ownership of the Bonds in authorized denominations, with transfers of ownership effected on the records of the Securities Depository, the Participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the Participants and the Indirect Participants. The principal of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the Registration Records as the Registered Holder of such Bond or its registered assigns or legal representative at the principal office of the Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Holder of the Bonds for all purposes. Transfer of principal, interest and any premium payments or notices to Participants and Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the Participants and Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the Participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the registered owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Holder, without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the City, and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Bonds in such manner as if set forth herein.

(c) The City may at any time elect (i) to provide for the replacement of any Securities Depository as the depository for the Bonds with another qualified Securities Depository, or (ii) to discontinue the maintenance of the Bonds under a Book-Entry System. In such event, and upon being notified by the City of such election, the Paying Agent shall give 30 days' prior notice of such election to the Securities Depository (or such fewer number of days as shall be acceptable to such Securities Depository).

(d) Upon the discontinuance of the maintenance of the Bonds under a Book-Entry System, the City will cause Bonds to be issued directly to the Beneficial Owners of Bonds, or their designees, as further described below. In such event, the Paying Agent shall make provisions to notify Participants and the Beneficial Owners of the Bonds, by mailing an appropriate notice to the Securities Depository, or by other means deemed appropriate by the Paying Agent in its discretion, that Bonds will be directly issued to the Beneficial Owners of Bonds as of a date set forth in such notice, which shall be a date at least 10 days after the date of

mailing of such notice (or such fewer number of days as shall be acceptable to the Securities Depository).

(c) In the event that Bonds are to be issued to the Beneficial Owners of the Bonds, or their designees, the City shall promptly have prepared Bonds in certificated form registered in the names of the Beneficial Owners of Bonds shown on the records of the Participants provided to the Paying Agent, as of the date set forth in the notice described above. Bonds issued to the Beneficial Owners, or their designees, shall be in fully registered form substantially in the form set forth herein.

(f) If any Securities Depository is replaced as the depository for the Bonds with another qualified Securities Depository, the City will issue to the replacement Securities Depository Bonds substantially in the form set forth herein, registered in the name of such replacement Securities Depository.

(g) Each Securities Depository and the Participants, the Indirect Participants and the Beneficial Owners of the Bonds, by their acceptance of the Bonds, agree that the City and the Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any Participant, Indirect Participant or other nominee of any Beneficial Owner of any Bonds to perform any obligation that such Participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Bonds.

(h) Notwithstanding any other provision of this Bond Resolution, on or prior to the date of issuance of the Bonds, the Paying Agent shall have executed and delivered to the initial Securities Depository a Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Bonds. The terms and provisions of such Letter of Representations are incorporated herein by reference and in the event there shall exist any inconsistency between the substantive provisions of the said Letter of Representations and any provisions of this Bond Resolution, then, for as long as the initial Securities Depository shall serve with respect to the Bonds, the terms of the Letter of Representations shall govern.

(i) Notwithstanding any provision in this Bond Resolution to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a Bond shall not be required.

SECTION 3. The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000) to raise money for the Project as authorized by the Act and this Bond Resolution.

SECTION 4. (a) Payments of interest on the Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) The Bonds shall be registered as to both principal and interest; shall be dated the date of delivery thereof; shall be issued in the principal denomination of \$5,000 each or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified by

further order of the Governing Body, payable on May 1 and November 1 of each year (each an "Interest Payment Date") until maturity, such interest rate to be in compliance with the Act, commencing November 1, 2016, unless otherwise specified in the Bond Purchase Agreement, and the Bonds shall mature and become due and payable on May 1 in the years and in the principal amounts as stated in the Bond Purchase Agreement with the final maturity occurring not later than May 1, 2027. It is intended that principal and interest on the Bonds shall be payable on such dates, at such rate and in such amounts as provided in the Bond Purchase Agreement, which provisions shall be finalized on the date the Bond Purchase Agreement is executed by the Placement Agent and the City; provided, however, that the Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Act.

(c) The Bonds may be subject to optional or mandatory sinking fund redemption prior to their stated dates of maturity as set forth in the Bond Purchase Agreement (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

~~(d) If notice of redemption is required in the Bond Purchase Agreement, notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.~~

(e) The Bonds, for which the payment of sufficient moneys or, to the extent permitted by the laws of the State of Mississippi, (a) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), (b) certificates of deposit or municipal obligations fully secured by Government Obligations or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (d) State and Local Government Series ("SLGS") Securities, or (e) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such

obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under this Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

SECTION 5. (a) The Bonds may be validated and executed as herein provided; and if they are validated they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the reverse side of each of the Bonds, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in **EXHIBIT A**.

(b) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the Bonds, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Bonds shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Bonds, and the final, unqualified approving opinion of Bond Counsel.

(d) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Bonds, the City shall file with the Transfer Agent:

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the Bonds; and

(ii) an authorization to the Transfer Agent, signed by the Mayor or Clerk, to authenticate and deliver the Bonds to the Underwriter.

(e) At delivery, the Transfer Agent shall authenticate the Bonds and deliver them to the Underwriter thereof upon payment of the purchase price of the Bonds to the City.

(f) Bonds, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Bonds, shall be printed and delivered to the Transfer Agent in generally-accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Bonds bearing the facsimile seal of the City and facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

SECTION 6. (a) The City hereby approves the appointment of the Paying and Transfer Agent for the Bonds, which such appointment shall be finalized on the date the Bond Purchase Agreement is executed by the Underwriter and the City (the execution thereof shall constitute conclusive evidence of approval of such appointment). The Paying and Transfer Agent shall be a bank or trust company located within the State of Mississippi. The City specifically reserves the right to hereafter designate a separate Transfer Agent and/or Paying Agent in its discretion in the manner hereinafter provided.

(b) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Bonds. The Transfer Agent is hereby appointed registrar for the Bonds, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(c) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, by giving at least sixty (60) days' written notice to the City, and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent, and shall be transmitted to the Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of an Agent shall become effective until a successor Agent has been appointed pursuant to the Bond Resolution.

(ii) Upon receiving notice of the resignation of an Agent, the City shall promptly appoint a successor Agent by resolution of the Governing Body. Any appointment of a successor Agent shall become effective upon acceptance of

appointment by the successor Agent. If no successor Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Agent may petition any court of competent jurisdiction for the appointment of a successor Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Agent.

(iii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Agent.

(iv) Any successor Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(v) Every successor Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

(vi) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vii) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Bonds.

(viii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

(e) Any corporation or association into which an Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further

act, deed or conveyance on the part of either the City or the successor Agent, anything herein to the contrary notwithstanding, provided only that such successor Agent shall be satisfactory to the City and eligible under the provisions of Section 6(d)(iv) hereof.

SECTION 7. The Bonds shall be in substantially the form attached hereto as **EXHIBIT A**, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution.

SECTION 8. In case any Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote. The provision of this Section 8 shall not apply if the Book-Entry System is in effect.

SECTION 9. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bonds; provided however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2016 Bond Fund of the Bonds, or has made other provisions for funds, to be applied toward payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City. When necessary, said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 10. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of

the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 11. (a) In the event the Underwriter shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Bond registered in the name of the Underwriter may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Underwriter until the initial Registered Owner has made timely payment and, upon request of the Underwriter within a reasonable time of the initial delivery of the Bonds, the Transfer Agent shall re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Underwriter in the event timely payment has not been made by the initial Registered Owner.

(b) Except as hereinabove provided, the Person in whose name any Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

SECTION 12. (a) Each Bond shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent, together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

(b) In all cases in which the privilege of transferring Bonds is exercised, the Transfer Agent shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

SECTION 13. (a) The City hereby establishes the 2016 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Bonds, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2016 Bond Fund as and when received:

- (i) The accrued interest, if any, received upon delivery of the Bonds;
- (ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;
- (iii) Any income received from investment of monies in the 2016 Bond Fund;
and
- (iv) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2016 Bond Fund.

(b) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2016 Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 14. The City hereby establishes the 2016 Costs of Issuance Fund which shall be held by the Escrow Agent under the Escrow Agreement, for and on behalf of the City. A certain portion of the proceeds received upon the sale of the Bonds shall be deposited in the 2016 Costs of Issuance Fund. Any income received from investment of monies in the 2016 Costs of Issuance Fund shall be deposited in the 2016 Costs of Issuance Fund. Funds in the 2016 Costs of Issuance Fund shall be used by the Escrow Agent, acting for and on behalf of the City, to pay the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. Any amounts which remain in the 2016 Costs of Issuance Fund after the payment of the costs of issuance for the Bonds shall be transferred by the Escrow Agent to the City for deposit in the 2016 Bond Fund and used as permitted under State law.

SECTION 15. Upon delivery of the Bonds, the City will remit or will direct the remittance of a certain portion of the proceeds received upon the sale of the Bonds directly to the Escrow Agent under the Escrow Agreement for deposit in the Escrow Fund, which amount, together with investment income thereon, will be sufficient to effectuate the advance refunding of the Refunded Bonds and the optional redemption price of the Callable Bonds, pursuant to the terms of the Escrow Agreement, on May 1, 2017 at par.

SECTION 16. (a) Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the Bonds shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the Bonds shall be paid by check or draft mailed on the Interest Payment Date to Registered Owners at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date to be effective as of such date.

SECTION 17. The Bonds may be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end, if requested, the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's bond attorney for the institution of validation proceedings.

SECTION 18. The City hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 19. The City hereby covenants as follows:

(a) it has not abandoned, sold or otherwise disposed of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Refunded Bonds;

(b) it does not intend to, during the term that any of the Bonds allocable to the Refunding Project are outstanding, abandon, sell or otherwise dispose of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Refunded Bonds;

(c) it shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;

(d) it shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(e) it will not employ an abusive arbitrage device in connection with the issuance by it of the Bonds which will enable it to obtain a material financial advantage (based on arbitrage) apart from the savings that may be realized as a result of the lower interest rates on the Bonds than on the Refunded Bonds and overburden the tax-exempt bond market; and

(f) it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Regulation § 1.148-0 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1, 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds.

SECTION 20. The City hereby designates the Bonds as "qualified tax-exempt obligation" as defined in and for the purposes of Section 265(b)(3) of the Code. For purposes of this designation, the City hereby represents that:

(a) the City reasonably anticipates that the amount of tax-exempt obligations to be issued by it during the period from January 1, 2016 to December 31, 2016, and the amount of obligation designated as "qualified tax-exempt obligation" by it, will not exceed \$10,000,000 when added to the aggregate principal amount of the Bonds; and

(b) for purposes of this Section 20, the following obligation are not taken into account in determining the aggregate principal amount of tax-exempt obligations issued by the City: (i) a private activity bond as defined in Section 141 of the Code (other than a qualified 501(c)(3)

bond, as defined in Section 145 of the Code); and (ii) any obligation issued to refund any other tax-exempt obligation (other than to advance refund within the meaning of Section 149(d)(5) of the Code) as provided in Section 265(b)(3)(c) of the Code.

SECTION 21. The City hereby agrees for the benefit of the holders and beneficial owners of the Bonds for so long as it remains obligated to advance funds to pay the Bonds to provide certain updated financial information and operating data annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board ("MSRB") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This information will be available free to securities brokers and others through EMMA.

The City will provide certain updated financial information and operating data to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information. The information to be updated includes all quantitative financial information and operating data with respect to the City as set forth in the Continuing Disclosure Certificate, the form of which is included in the Official Statement. The City will update and provide this information within twelve months after the end of each fiscal year of the City ending in or after September 30, 2016.

The City may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by the Rule. The updated information will include audited financial statements, if the City's audit is completed by the required time. Any such financial statements will be prepared in accordance with the accounting principles promulgated by the State of Mississippi or such other accounting principles as the City may be required to employ from time to time pursuant to law or regulation.

The City's current fiscal year end is September 30. If the City changes its fiscal year, it will notify the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information.

Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the City Clerk, City Hall, 475 W. Commerce Street, Hernando, Mississippi 38632 Telephone Number: (662) 429-9092.

The City will also provide notice to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, in a timely manner not in excess of ten business days after the occurrence of certain events. The City will provide notice of any of the following events with respect to the Bonds, in a timely manner not in excess of ten business days after the occurrence of such event: (1) principal and interest payment delinquencies; (2) unscheduled draws on debt service reserves, reflecting financial difficulties; (3) unscheduled draws on credit enhancements, reflecting financial difficulties; (4) substitution of credit or liquidity providers for the Bonds; or their failure to perform; (5) adverse tax opinions, IRS notices or events affecting the tax status of the Bonds; (6) defeasances; (7) rating changes; (8)

tender offers; and (9) bankruptcy, insolvency receivership, or a similar proceeding by the obligated person. The City will provide to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, notice of an occurrence of the following events, if such event is material to a decision to purchase or sell Bonds, in a timely manner not in excess of ten business days after the occurrence of an event: (1) non-payment related defaults; (2) modifications to the rights of bond holders; (3) bond calls or redemption; (4) release, substitution, or sale of property securing repayment of the Bonds; (5) the consummation of a merger, consolidation, acquisition involving an obligated person, other than in the ordinary course of business, or the sale of all or substantially all the assets of an obligated person, other than in the ordinary course of business, or the entry into a definitive agreement to engage in such a transaction, or a termination of such an agreement, other than in accordance with its terms; and (6) appointment of a successor or additional trustee, or the change in the name of the trustee. In addition, the City will provide timely notice of any failure by the City to provide information, data, or financial statements in accordance with its agreement described above under paragraphs 2, 3 and 4 of this Section.

The City has agreed to update information and to provide notices of material events only as described in this Section. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described herein. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although Holders or Beneficial Owners of Bonds may seek a writ of mandamus to compel the City to comply with its agreement.

The City may amend its continuing disclosure agreement only if (1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the City, (2) the agreement, as amended, would have complied with the Rule at the date of sale of the Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the City receives an opinion of nationally recognized bond counsel to the effect that the amendment does not materially impair the interests of the Holders and Beneficial Owners of the Bonds. If any such amendment is made, the City will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

SECTION 22. The Escrow Agent is hereby authorized to pay costs of issuance expenses on the closing date for the Bonds from the proceeds of the Bonds deposited with the Escrow Agent under the Escrow Agreement for the costs of issuance of said Bonds; provided, however, total costs of issuance for said Bonds shall not exceed 4% of the par amount of the Bonds (excluding Underwriter's discount and bond insurance premium, if any). The Mayor or Clerk or any other Authorized Officer are authorized to sign requisitions for the payment of costs of issuance for the Bonds.

SECTION 23. That the Governing Body of the City hereby approves, adopts and ratifies the Preliminary Official Statement for the sale of the Bonds in substantially the form attached hereto as **EXHIBIT B**. The City hereby deems the Preliminary Official Statement to be "final" as required by Rule 15c2-12(b)(1) of the Securities and Exchange Commission.

SECTION 24. That the distribution of copies of said Preliminary Official Statement to prospective purchasers of the Bonds is hereby authorized and ratified.

SECTION 25. That the Governing Body of the City hereby authorizes the negotiation of the sale of the Bonds to the Underwriter and authorizes the execution by the Mayor and Clerk of the City of the Bond Purchase Agreement in substantially the same form attached hereto as **EXHIBIT C** for and on behalf of the City, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications), based on the recommendation of Bond Counsel and Municipal Advisor and provided that the following parameters are met: (1) the par amount of the Bonds will not exceed \$3,300,000; (2) the net interest cost of not more than eleven percent (11%) of the Bonds; (3) the Bonds will mature no later than May 1, 2027; (4) terms and provisions of the Bonds in compliance with the Act.

SECTION 26. Upon the execution of the Bond Purchase Agreement, the Mayor and Clerk are hereby authorized and directed to cause to be prepared and to execute a final Official Statement in connection with the Bonds in substantially the form of the Preliminary Official Statement, subject to minor amendments and supplement as approved by the Mayor and Clerk executing same (the execution thereof shall constitute approval of any such completions, changes, insertions and modifications).

SECTION 27. If in the opinion of the City and Bond Counsel, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bonds, the Governing Body of the City hereby authorizes (a) Bond Counsel to prepare such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Bond Counsel, and (b) Bond Counsel and/or the Underwriter for the Bonds to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bonds.

SECTION 28. The Governing Body hereby authorizes Bond Counsel to act as dissemination agent in connection with the filing of its continuing disclosure filing for fiscal year 2015 and authorizes the Mayor and/or Clerk to execute any engagement letter in connection with Bond Counsel's role as dissemination agent for the fiscal year ended September 30, 2015 filing.

SECTION 29. The Governing Body herein employs the law firm of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, Government Consultants, Inc., Jackson, Mississippi, as Municipal Advisor, and Duncan-Williams, Inc., Memphis, Tennessee, as Underwriter, and authorizes them to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bonds and to effectuate the issuance of the Bonds and authorizes the Mayor and/or Clerk of the City to execute (a) an engagement letter for Bond

Counsel (the "Engagement Letter") attached hereto as **EXHIBIT D**; (b) an Independent Registered Municipal Advisor (IRMA) Representation letter (the "M/A IRMA Letter"), in substantially the form submitted to this meeting and attached hereto as **EXHIBIT E**; and (c) and Independent Registered Municipal Advisor (IRMA) Representation letter (the "U/W IRMA Letter") and the G-17 letter (the "G-17 Letter"), attached hereto as **EXHIBIT F**. The forms of the Engagement Letter, M/A IRMA Letter, U/W IRMA Letter and G-17 Letter are hereby approved and the Mayor and/or City Clerk are hereby authorized to execute said documents.

SECTION 30. The Governing Body hereby approves the form of and the execution by the Mayor and/or the Clerk of the City to provide a written notification to First Security Bank, Batesville, Mississippi, paying agent for the 2007 Bonds, of the advance refunding of the Refunded Bonds with the funds to be provided by the issuance of the Bonds and the optional redemption of the Callable Bonds on May 1, 2017 at par, in the form attached hereto as **EXHIBIT G**, and authorizes the Clerk to provide the attached Notice to the 2007 Paying Agent.

SECTION 31. This resolution shall serve as notice to the 2007 Paying Agent of the City's desire to provide for the Refunding Project.

SECTION 32. That the Governing Body hereby approves the form of the Escrow Agreement attached hereto as **EXHIBIT H** for and on behalf of said Governing Body and authorizes the execution by the Governing Body of the Escrow Agreement in substantially the same form for and on behalf of said Governing Body.

SECTION 33. That the Governing Body hereby approves the appointment of the Escrow Agent under the terms and provisions of the Escrow Agreement.

SECTION 34. The Governing Body hereby authorizes the Escrow Agent and/or Bond Counsel in making the initial application with the Department of the Treasury, Bureau of Public Debt, Division of Special Investments, Parkersburg, West Virginia for United States Treasury Securities - State and Local Government Series (the "SLGS"), if such application is deemed necessary in connection with completing the Project.

SECTION 35. The Governing Body authorizes the preparation and submission of the final application for SLGS by the Escrow Agent, if such application is deemed necessary in connection with completing the Project.

SECTION 36. The Governing Body recognizes and acknowledges that due to uncertain conditions in the municipal bond marketplace from time to time, that it may or may not be determined to be advisable to refund any, all or a portion of the Refunded Bonds or Refunded Loans at any given time. Therefore the Governing Body does hereby grant authority to the Mayor, upon advice from the Municipal Advisor, to provide for the final selection and approval of the obligations, amounts, and maturities of the Refunded Bonds to be refunded with the Bonds.

SECTION 37. If the Escrow Agreement is not deemed necessary due to certain market conditions at the point in time when the Bonds are subject to pricing, the Governing Body hereby approves the remittance of a certain portion of the proceeds received upon the sale of the Bonds directly to the 2007 Paying Agent to effectuate the advanced refunding of the Refunded Bonds;

and the remittance of a portion of the proceeds received upon the sale of the Bonds to the Paying Agent to pay costs of issuance, including costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale validation and delivery of the Bonds and authorizes the Paying Agent to pay costs of issuance expenses on the closing date; provided, however costs of issuance for said Bonds shall not exceed 4% of the par amount of the Bonds (excluding Underwriter's discount and bond insurance premium, if any).

SECTION 38. That the City hereby certifies that it will be in compliance with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule") in connection with all applicable bond issues sold, issued and delivered by the City since July 1, 1995, subject to the Rule, prior to the sale of the Bonds.

SECTION 39. If in the opinion of the Underwriter and the City, it is in the best interest of the City to privately place the Bonds, the City hereby authorizes the Underwriter to serve as Placement Agent in connection with the sale and issuance of the Bonds to a purchaser or purchasers, and authorizes Bond Counsel to prepare the necessary offering documents in connection with the sale and issuance of the Bonds.

SECTION 40. Each of the following constitutes an event of default under this Bond Resolution:

- (a) failure by the City to pay any installment of principal of or interest on any Bond at the time required;
- (b) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or
- (c) an Act of Bankruptcy occurs.


SECTION 41. The Mayor and Clerk and any other Authorized Officer of the Governing Body are authorized to execute and deliver such resolutions, certificates and other documents as are required for the sale, issuance and delivery of the Bonds.

SECTION 42. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

Alderman McLendon seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

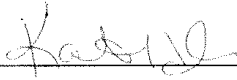
Alderman Sam Lauderdale	voted: <u>Aye</u>
Alderman E. R. "Sonny" Bryant	voted: <u>Aye</u>
Alderman Andrew Miller	voted: <u>Aye</u>
Alderman Gary Higdon	voted: <u>Aye</u>
Alderman Michael McLendon	voted: <u>Aye</u>
Alderman Cathy Brooks	voted: <u>Aye</u>
Alderman Jeff W. Hobbs	voted: <u>Aye</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 15th day of March, 2016.



MAYOR

ATTEST:



CITY CLERK

(SEAL)



Motion was duly made by Alderman Higdon, and seconded by Alderman McLendon to approve the Bond Documents for the refunding of the \$5,000,000.00 General Obligation Bonds, Series 2007. A vote was taken with the following results:

Those voting "Aye": Alderman Hobbs, Alderman Lauderdale, Alderman Bryant, Alderman Miller, Alderman Higdon, Alderman McLendon, and Alderwoman Brooks.

Those voting "Nay": None.

ORDERED AND DONE this the 15th day of March, 2016

**APPROVAL OF PAYMENT OF \$500.00 TO HARRY HOUSE, OUR CERTIFIED
WATER OPERATOR (DID NOT MAKE THE DOCKET)**

Motion was duly made by Alderman Miller, and seconded by Alderman Higdon to approve the payment of \$500.00 to Harry House for Certified Water Operator. A vote was taken with the following results:

Those voting "Aye": Alderman Higdon, Alderman McLendon, Alderwoman Brooks, Alderman Hobbs, Alderman Lauderdale, Alderman Bryant, and Alderman Miller.

Those voting "Nay": None.

ORDERED AND DONE this the 15th day of March, 2016

**AUTHORIZE TO HIRE DOUG THORNTON AS OUR PROFESSIONAL ARCHITECT
TO DESIGN AND OVERSEE THE CONSTRUCTION OF THE
CONCESSION/BATHROOM FACILITY AT THE SOCCER COMPLEX**

Motion was duly made by Alderman Higdon, and seconded by Alderman Hobbs to authorize to hire Doug Thornton as our professional architect to design and oversee the construction of the concession/bathroom facility at the soccer complex. A vote was taken with the following results:

Those voting "Aye": Alderman McLendon, Alderwoman Brooks, Alderman Hobbs, Alderman Lauderdale, Alderman Bryant, Alderman Miller, and Alderman Higdon.

Those voting "Nay": None.

ORDERED AND DONE this the 15th day of March, 2016

**APPROVE THE HEXAGON AGREEMENT AND AUTHORIZE MAYOR JOHNSON
TO EXECUTE THE AGREEMENT**

Police Chief Worsham briefly went over the agreement.

Alderman Miller stated that he had a problem with the City of Hernando paying in as much as other cities that have more resources, officers. Mr. Miller stated we should pay less since our portion is less.

Police Chief Worsham stated that he agreed, but also stated that there was a larger equation than just officers and the price. Our attorney could explain that better, this project started before I started working with the City. Mr. Worsham also stated that this agreement would save us money compared to what we have been paying.

Alderman Hobbs asked if this would help the Court department.

Police Chief Worsham answered unfortunately no. The software that the Court department uses is so old, it will not communicate with this software.

Motion was duly made by Alderman Miller, and seconded by Alderman Higdon to approve the Hexagon Agreement and to authorize Mayor Johnson to execute the agreement. A vote was taken with the following results:

Those voting "Aye": Alderwoman Brooks, Alderman Hobbs, Alderman Lauderdale, Alderman Bryant, Alderman Miller, Alderman Higdon, and Alderman McLendon.

Those voting "Nay": None.

ORDERED AND DONE this the 15th day of March, 2016

**APPLICATION FOR A ZONING MAP AMENDMENT, SUBMITTED BY JIM
KIMBERLIN, IS REQUESTING A ZONING AMENDMENT FOR 1.0 ACRE FROM C-2,
HIGHWAY COMMERCIAL TO PUD, PLANNED UNIT DEVELOPMENT. THE
PROPERTY IS BETTER KNOWN AS PARCEL: 307418003 0003100; SITUATED IN
SECTION 18, TOWNSHIP 3 SOUTH, AND RANGE 7 WEST**

Planning Director Jared Darby went over the application and Planning Commissions report.

MAYOR AND BOARD OF ALDERMEN
FILE: PL-1130

DATE: March 15, 2016

CAPTION: Zoning Amendment, "C-2" to "PUD", Northeast corner of Ice Plant Road and East South Street

INTRODUCTION:

Jim Kimberlin, the owner of the subject property, is requesting a zoning amendment for one acre located at the intersection of Ice Plant Road and East South Street on the northeast corner. The current zoning is C-2, highway commercial. The requested zoning is for PUD, planned unit development.

DESCRIPTION:

The property is currently vacant. There is no plat on file at the Chancery Court Clerk's Office for the property. The subject property is surrounded by commercially zoned properties to the north and east. Public facilities are located to the south and a residence to the west. The property is undeveloped. The Parkview Planned Unit Development includes seven single story attached condominium units similar to Villages of Grove Park.

ZONING AMENDMENT CRITERIA:

The Mayor and Board of Aldermen can recommend an alternate zoning if the Board should find suitable evidence supporting the following criteria:

1. Why the existing zoning district classification of the property is inappropriate or improper.

Applicant: The applicant states that the current zone is not a mistake, but emphasizes the commercial zoning no longer fits the neighborhood.

Planning Commission: The Commission found that the applicant did not provide any information as to why the current zoning is no longer appropriate. The Commission found that an additional park was opened to the south of the property within the past few years.

2. What major economic, physical, or social changes, if any, have occurred in the vicinity of the property in question that were not anticipated by the Comprehensive Plan and have substantially altered the basic character of the area, which make the proposed amendment to the Zoning District Map appropriate.

Applicant: Applicant states that the development of the sports park and residential development to the south warrants physical and economic changes.

Planning Commission: The Commission agrees with the applicant in regards to development south of the subject property is residential in nature. However, this type of growth is specified in the Comprehensive Plan's Future Land Use Map.

In regards to the subject property, the Future Land Use Map designates this area as a Mixed Use District. Given the vicinity of other land use categories surrounding the subject property, staff further classifies the subject property as Neighborhood Mixed Use. The General Development Plan defines Neighborhood Mixed Use as a transition between more intensive commercial uses and purely residential neighborhoods. The district also includes conversions of houses to office or live work spaces. May include limited commercial-only space oriented to neighborhood or specialty retail markets.

3. The public need for the rezoning.

Applicant: The applicant states that the property will provide for seven condominium units that will have access to city park and is within walking distance to the Hernando Square and DeSoto County Board of Education.

Planning Commission: The Commission found that the City of Hernando is in need of different types of housing from condominiums, flats, senior housing, to multi-family detached units. Given the location of the subject property, the proposed condominiums could be a positive addition to the City's housing stock if developed appropriately.

DEVELOPMENT PLAN:

General Statement: The General Statement identifies the Parkview Planned Unit Development as an opportunity for infield development and a better opportunity for development versus commercial development. The statement continues by focusing on the new park across from East South Street and residential development to the south of the subject property. The final paragraph describes the precise use for the planned unit development as strictly condominium units.

Permitted Uses: The use list for Parkview Planned Unit Development is rather focused due to the nature of the PUD. No other uses were provided other than multi-family attached condominium units. The Planning Commission accepted the following definition for condominiums:

A type of multifamily housing in which individuals own their dwelling units. They also together with other residences would share in ownership and maintenance of common halls, stairs, parking areas, playgrounds, landscaped areas and utilities. Condominium owners receive the same tax advantages as single family homeowners but share in the cost of maintenance of common property with other condominium owners. Most condominium units are smaller than single-family homes and because of the many shared amenities, the maintenance cost per unit will be less. A Home Owners Association

is a part of a condominium development to manage the common property. Restrictive covenants would be set up to govern the private property.

Bulk Requirements:

Front yard	15 ft. to 32 ft.
Side yard	5 ft. to 30 ft.
Rear yard	15 ft.
Minimum Heated	1,200 sq. ft.
Total Minimum Building Area	1,600 sq. ft.
Maximum Building Height	22 ft.

Roadway, Access, and Circulation: The access to the property shall be limited to West Ice Plant Lane. A private drive accesses the rear of the units. Staff is concerned with the one-way designation of Ice Plant Lane and the dual on-street parking lanes as a view obstruction combined with the topography. Pedestrian sidewalks are illustrated along both Ice Plant Lane and East South Street.

Landscaping, Screening, and Open Space: The proposed landscape drawing for the development is fairly detailed. The majority of the landscape is focused on the north and east boundary. The Parkview Street Landscape illustration provides for the necessary street trees.

For both the east and north buffer yards a fence and landscape are proposed. The north boundary line illustrates a ten-foot wide buffer with an unidentified "large size shrub" located in 30-foot increments. (However, the overall landscape plan illustrates Loropetalum shrubs parallel to the proposed fence.) "Medium Landscaping Shrubs" are illustrated in triangular patterns between the "Large Size Shrub." The east boundary illustrates a 15-foot wide buffer yard with an unidentified "Mature Tree" planted every 20 feet, and "Medium Landscaping Shrubs" planted in triangular pattern between the "Mature Trees." The overall site plan does not illustrate the same type of landscape buffer yard.

The Parkview Development Plan does not discuss interior fencing. As no Homeowner Association documents were submitted for review staff must assume that interior fencing is not addressed further. Regarding buffer yard fencing, the applicant is proposing a six-foot split-face concrete block fence. No design specifications were submitted to address color or stormwater flow. The City of Hernando Design Standards states that no proposed buffer yard within a planned unit development can be less than what would be required for a similar development and land use. The proposed split-face block is not an allowed material according to the definition of "opaque barrier" within the Design Regulations.

Open space is limited to a small area to the northeast corner of the subject property. The majority of the open space is comprised of stormwater detention. The development plan continues by stating there will be a "green area" with additional trees and benches, which is outlined on the overall landscape plan. Also, the development plan discusses submitting

funds to the Parks Department in lieu of dedicated park area. The applicant does not specifically state how much those funds would be nor does the City of Hernando have a mechanism in place for accepting such funds. The applicant may be assuming that the City of Hernando's Subdivision Regulations allows for payment in lieu of dedicated park space. The city's subdivision regulations does not have that provision as some other jurisdictions do within DeSoto County. Regardless, the zoning ordinance Article V, Section (f), Paragraph [(vii)(6)] mandates that a certain percentage of green space is available.

Parking and Signage: The submitted site plan illustrates a two car parking garage for each unit. Guest parking will be limited to driveway spaces or on-street parking spaces. Any other drive areas would be considered sanitation or turn around areas. No sign drawings were submitted for consideration. According to PUD requirements, a sign package shall be considered at the time of approval. The applicant states no sign package will be presented.

Drainage Facilities and Service: Stormwater retention has been addressed. A small detention area of unknown depth and capacity is illustrated at the northeast corner of the property.

Sanitary Sewer and Water Facilities: Utilities, including sanitary sewer, are available for the development. The subject property has the luxury of infield development with utility services. Staff is unaware if sufficient water supply exists for fire suppression if necessary.

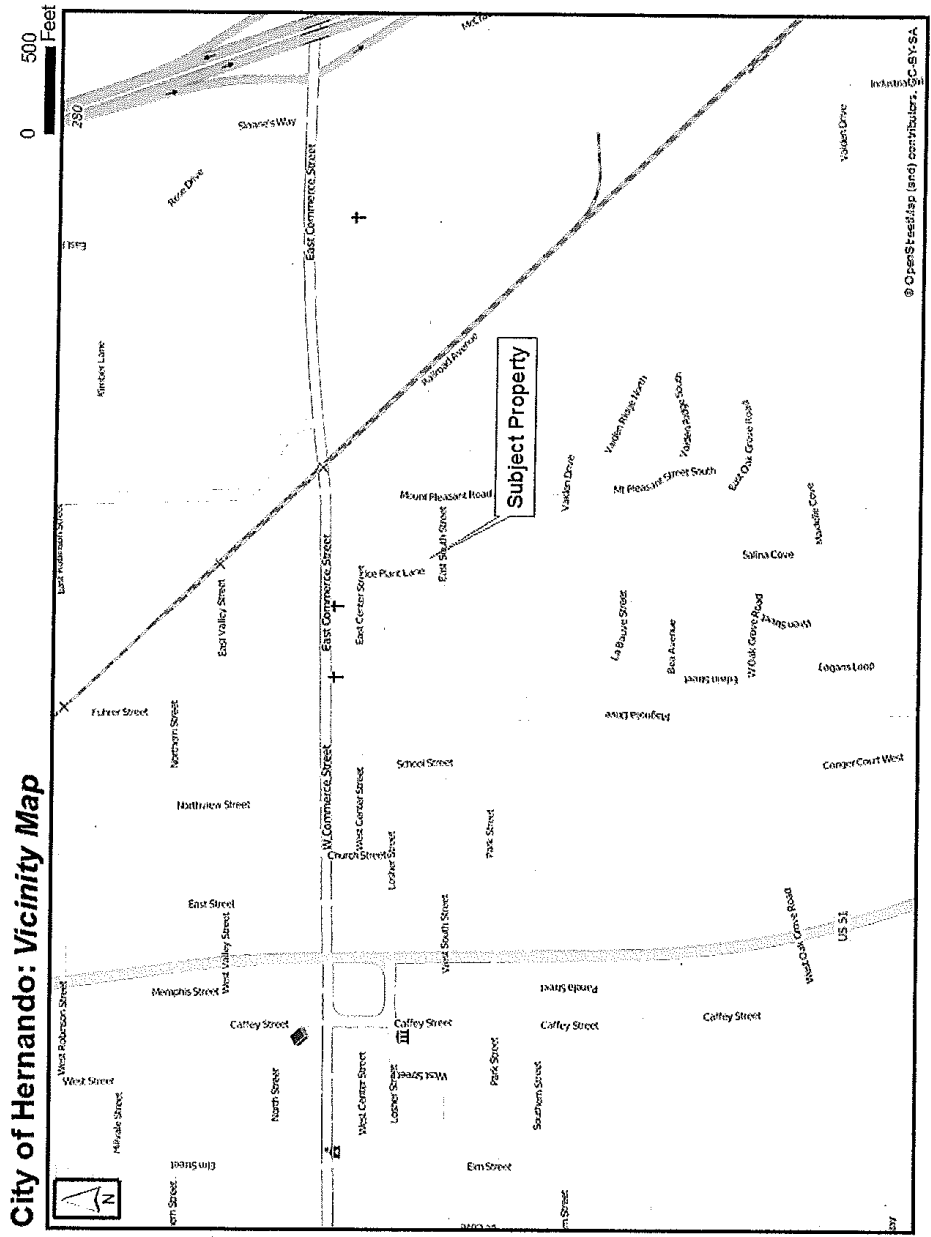
Relationship to Comprehensive Plan: Planning Commission finds the proposed Parkview Planned Unit Development is in conformance with the Comprehensive Plan's Future Land Use Map.

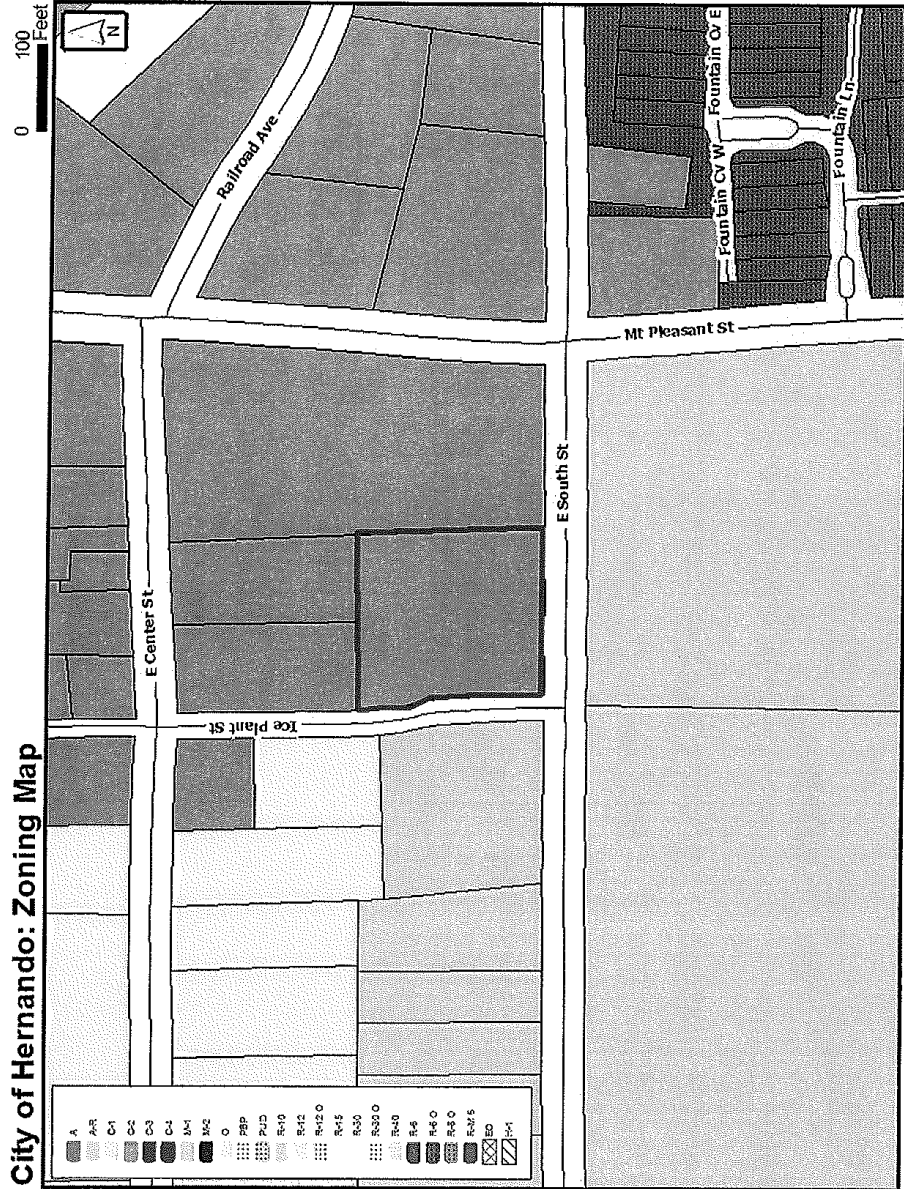
The Planning Commission recommended the zoning map amendment to the Mayor and Board of Aldermen unanimously. Commissioner Carter made a motion to recommend approval of the Mayor and Board of Aldermen finding social changes had occurred in the vicinity of the subject property as well as a public need for the zoning map amendment. Commissioner Wolfe seconded the motion. The motion passed unanimously with Commissioner Williams recusing herself from the proceedings. Commissioner Wills was absent. There was no one to speak against the application. Joe Lauderdale and Jim Kimberlin spoke for the zoning map amendment.

If the Mayor and Board of Aldermen are pleased with proposed development plan and wish to approve the zoning amendment, the following conditions of approval are recommended by the Planning Commission:

- A. An irrigation plan shall be submitted and approved by the Site Plan Review Committee
- B. The proposed buffer yard fence materials shall be altered to conform to the City of Hernando Zoning Ordinance. The buffer yard fence materials shall be approved by the Site Plan Review Committee.
- C. Guest parking shall be illustrated on the site plan.

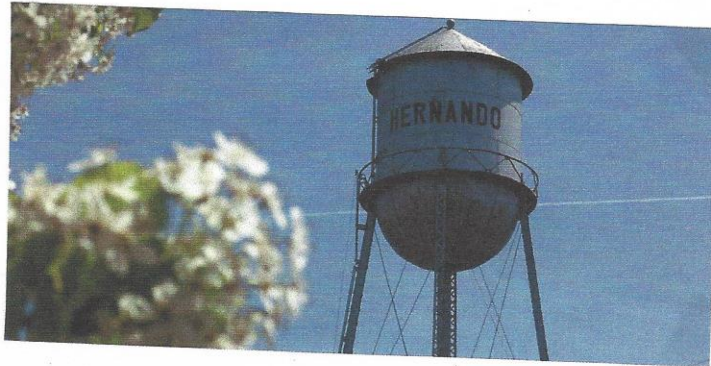
- D. Amend Park and Open Space section to exclude transfer of funds to the City of Hernando.
- E. Clarify setback requirements.
- F. Restrictive Covenants shall be revised to match the Parkview Development Plan.
- G. Restrictive Covenants shall be revised to address condominiums.







PARKVIEW
PLANNED UNIT RESIDENTIAL
DEVELOPMENT
IN
HERNANDO, MISSISSIPPI
"MISSISSIPPI'S FRONT PORCH"



Jim Kimberlin, Developer
Hernando, Ms.

**KIMBERLIN - PARKVIEW REZONING APPLICATION
TABLE OF CONTENTS**

PAGE	SECTION TITLE
1.	Title Page
2.	Table of Contents
3.	Introduction
4,5,6,7,8	Development Components
9,10,11,12	Information from Hernando planning and zoning regulations
13.	Property Land Use
14.	Property legal Description
15.	Adjacent Property Owners List
16.	Property Owners Location Map
17.	Zoning Application
18,19,20	Details of Landscaping
21,22	House Floor Plans
23,24,25,26	Photos of Homes
27,28,29,30,31	Property Concept Plan

December 15, 2015

Hernando Planning Commission
475 West Commerce Street
Hernando, Ms. 38632

Re: Rezoning of Kimberlin property on South Street

Dear Planning Commission:

Enclosed is an application for a rezoning of the property containing one acre at the northeast corner of Ice Plant Lane and East South Street. The property is presently zoned C-2 and the request is to change the zoning to Planned Unit Development for the development of a residential subdivision.

The location of the property on Ice Plant Lane and East South Street will have a better opportunity for development as residential rather than the present commercial zoning for the property. The development of the City of Hernando sports park across the street from this site and the Desoto County Board of Education office has influenced a change in the neighborhood since the last comprehensive plan. There is additional vacant commercial property and a vacant commercial building in the area. Thus the supply of commercial property is adequate for the area. The area around the property to the south and west has developed more as residential and no additional commercial development has developed in the area since the last comprehensive plan. A review of the Hernando General Development Plan shows this area to be a medium density residential use area consisting of 4 to 8 units per acre. This category includes single family homes known as patio homes, townhomes, condominiums and zero lot line homes.(see page 10 for additional details). This application provides for total investment of 1.2 million dollars in a condominium type development , complete with individual lot/ home ownership, restrictive covenants, common open space, private streets, two car garages with room for two additional parking spaces, guess parking, street sidewalks, premium construction by the developer with well accepted home floor plans. This application for the PUD residential zoning change will provide for seven condominium units that will have access to a City park, walking distance of the Hernando square and the DeSoto County Board of Education office complex and provide for the highest and best use for a vacant parcel of land. Thank you for your consideration on this matter.

Sincerely:
Jim Kimberlin

SITE PLANNING INFORMATION**PROPOSED LAND USES AND POPULATION DENSITIES**

Under the proposed PUD plan, seven residential lots with residential homes are planned for the development. The expected population density would be 22.4 persons per acre. The plan includes detached garages with a patio connecting the garage to the main residential house. Parking for two vehicles for each unit will be provided and additional parking for guest will be provided within the development. Green space, fencing and landscaping are also a part of the development. A detailed subdivision plan and layout is included in the PUD application package on pages 17-20.

PROPOSED PARKS AND PLAYGROUNDS

The Parkview Development is located across the street from the Hernando Sports and Fitness Park. Due to the location of the Parkview Development, the developer proposes to contribute funds to the City of Hernando Parks department in lieu of developing an on-site park within the property. A park area is planned (as shown on the Landscaping plan) for use by the home owners. Park benches and additional trees will be provided in this park area. Development common open spaces are included in the PUD to provide for the residents to use.

Review of the 2006 General Development Plan

Enclosed in this pattern book for Parkview PUD is a map showing the 2006 General Development plan for East South Street and Ice Plant Lane. This area has been labeled as a Neighborhood Mixed use area. The area for the proposed Parkview PUD is located in the edge of the residential and commercial zones. The property to the north was being used as commercial and the property to the south was being used as recreations and residential. The Parkview property as proposed for residential development will be a better fit for today's planning for the area and will be a good fit for a mixed use neighborhood..

OFF-STREET PARKING

Any off-street parking shall be considered parking for motor vehicles regulated by the City of Hernando ordinances. Parking within the development for patrons and occupants will be provided for as per the development site plan.

STORAGE / DISPLAY

All storage associated with this PUD shall be restricted by the City of Hernando regulations under existing and future restrictions. No out-side storage will be allowed.

SITE PLANNING INFORMATION CONTINUED:**UTILITIES**

The proposed planned Unit Development will need all the utility service that would be accustomed for a development of this size. Entergy will provide for the electrical power. A three phase power line is located along Ice Plant Lane and East South Street. The City of Hernando has water and sewer service along the City streets as part of their utility system. No additional water and sewer mains would need to be constructed to serve the subdivision. Atoms Entergy has natural gas available in the area for the residential development. Details as to the utility lines within the subdivision will be developed as part of the future engineering design of the property.

STORM WATER DRAINAGE

The developers of the Parkview PUD will include plans for providing detail information as to the storm water controls for the subdivision. A master plan for the storm water drainage for the property will be presented to the City for approval as the construction plans are developed. Some of the items within the storm water planning will be 1. The proper grading so as not to damage adjacent property. 2. Design calculations for pre-development vs post development storm water runoff. 3. Details as to sufficient detention for storm water runoff. Grading, drainage and utility plans will all be subject to approval by the City of Hernando and the Department of Environmental Quality.

CONSTRUCTION SCHEDULE

Construction is scheduled to begin as soon as the required approvals are obtained from the City of Hernando.

OPERATION OF MAINTENANCE OF THE PROJECT

The proposed Planned Unit Development will be a private owned complex of property lots and buildings. A home owners association will be formed to provide for the common property maintenance. The home owners association owned areas will be parking lots, landscaping, , smaller utility service lines, internal streets, storm water detention area, sidewalks within the subdivision and exterior lighting.

FINANCIAL RESPONSIBILITY

The financial responsibility for the property development will be that of the developer of the PUD. The City of Hernando or DeSoto County will not have any financial responsibility.

PROPOSED PRIMARY CIRCULATION PATTERN

The development will have a main entrance from Ice Plant Lane that will serve the residential lots. The front of two of the homes will face Ice Plant lane and the other five homes will face East South Street. Vehicle traffic will enter and exit all units from the rear along the development entrance and development garage areas.

5

SITE PLANNING INFORMATION CONTINUED

MINIMUM DEVELOPMENT STANDARDS

The minimum design standards for the Parkview development will meet the City of Hernando design standards ordinances. The site plan is a part of this PUD development plan. Additional detail construction plans for the water, sewer, lighting, street, parking, sidewalks and buildings will be presented to the City upon approval of the PUD plan.

ARCHITECTURAL REQUIREMENTS

Restrictive covenants and building design will be a part of the filing of the subdivision plat for approval by the City of Hernando Planning Commission. Building designs, layout and architectural features will be similar to the construction in the Villages of Grove Park.

BUILDING REGULATIONS

Building setbacks for the Parkview PUD will follow the site plan as presented and as approved by the City of Hernando. Additional utility easements will be a part of the plan as the final plat for recording is approved by the City of Hernando. All residential buildings will have a minimum of 80 percent brick facade. Any additional facade will be made of hardi-plank material. Exterior colors are required to be earth tone colors including white. All electrical within the Parkview PUD will be underground from the existing Entergy poles to the Parkview buildings. All building construction will be controlled by Jim Kimberlin until such time as the Parkview Homeowners Association is in place to be the legal agent for the Common Open Space and property maintenance.

SOLID WASTE COLLECTION AREAS

All solid waste will be curb-side pick-up meeting the City of Hernando residential trash collection requirements. Certain areas within the development can be designated for trash container storage areas as determined by the Home Owners Association..

EXTERIOR LIGHTING

All exterior lighting within this PUD project must conform with the City of Hernando lighting regulations. Including height of pole mounted fixture, the use of 90 degrees fixtures, and the proper lighting luminaires for each area to be served.

SITE PLANNING INFORMATION CONTINUED**LANDSCAPING PROVISIONS**

Landscaping for the PUD shall be required to be in conformance with the plan for landscaping for the development. The development plan will provide for the proper design, planning, installation and use of materials required for the proposed in the PUD. All landscaping shall be consistence throughout the development including road right of ways, buildings, parking areas and open spaces. Considerations shall be given to the parts of the property that have existing trees and vegetation when designing the interior or perimeter landscaping. Irrigation for any proposed new planting's for landscaping will be required. The planting of grass or sod will be a requirement as a ground cover in the designated location shown on any building plan. Bufferyard diagrams and specification are included as shown on additional pages included in this PUD.

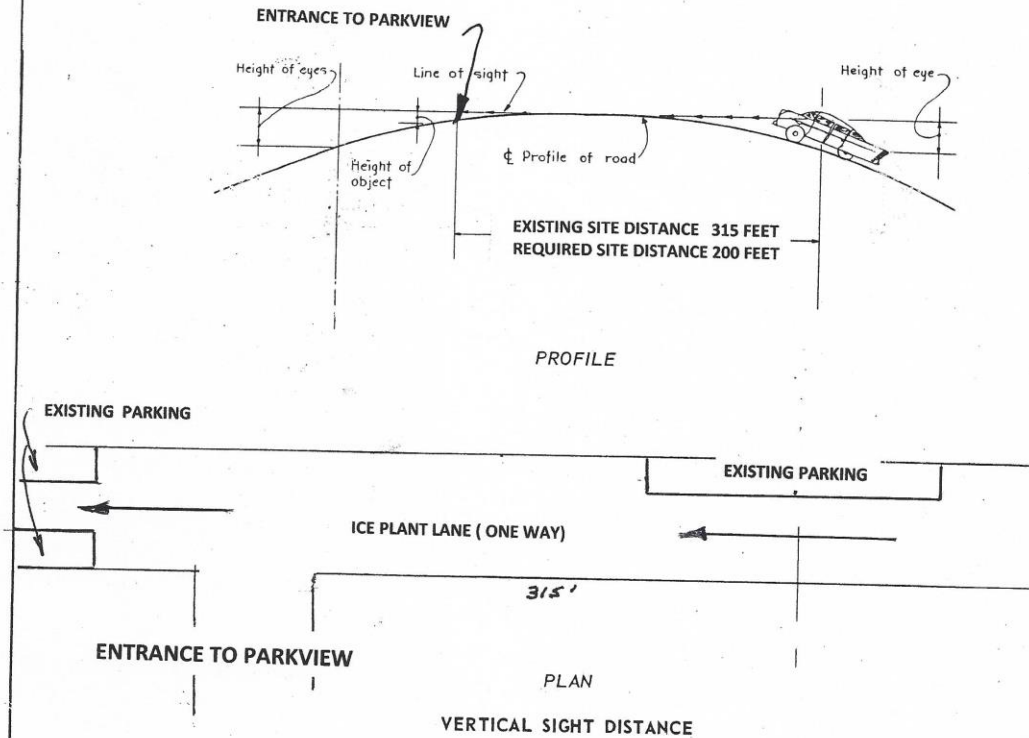
TRANSPORTATION AND ROAD IMPROVEMENTS

This property is located at the intersection of Ice Plant Lane and East South Street. No additional street improvements are part of this development except that concrete sidewalks will be installed along Ice Plant Land and East South Street as per the development plan.

DEVELOPMENT FENCING

The Parkview Development will have both property line fencing and interior privacy fencing. The existing chain link fencing along the east side of the property and along the Elam property will remain due to the fact the fence is not owned by the Parkview Developer. The property line on the east side is screened by existing vegetation and trees that are to remain in place on the Hernando Lumber Co. property. The existing vegetation on the Parkview property side will be developed into the proposed bufferyard as shown on the landscaping plan. Nine mature trees will be left on the property and additional landscaping will be added. The additional property line screening fence will be provided for in the Parkview Development along the north and east property lines as shown on the landscaping plan and also on the detail sheet.. This fence is proposed to be a six foot high split face block fence or a combination of block/brick and wrought iron. There will also be fencing in the rear of each residential structure between the main building and the garage. This fence will be a 6 foot high solid wood structure.

PARKVIEW PUD VERTICAL SIGHT DISTANCE AT ENTRANCE



Design Speed, m.p.h.	MINIMUM SIGHT DISTANCE*		Minimum Stopping Sight Distance, ft.†
	2-Lane Highway	3-Lane Highway	
30	800		200
40	1300		275
50	1700	1200	350
60	2000	1400	475
70	2300	1600	600

* A Policy on Geometric Design of Rural Highways, A.A.S.H.O.
 † Measured from driver's eye to top of object.

INFORMATION FROM HERNANDO PLANNING AND ZONING DOCUMENTS

- f. THE "PUD" PLANNED UNIT DEVELOPMENT DISTRICT
- i. The purpose of the Planned Unit Development District is to provide for the development of planned total communities that provide a full range of residential types as well as certain commercial, office or light industrial uses designed to serve the inhabitants of the districts consistent with the General Development Plan. For purposes of this ordinance a Planned Unit
 - ii. Development shall be a tract of land, under single, corporation, firm, partnership or association ownership, planned and developed as an integrated unit, in a single development operation or a programmed series of development operations and according to an approved Preliminary Site Plan.
 - iii. Preliminary Site Plan Required - The "PUD" District shall be established only upon application, after public hearing as specified in the amendatory procedures of Article XVIII and shall require an approved Preliminary Site Plan which when zoning is granted will govern the development of the land and all development plans thereof.
 - iv. Permitted Uses - A list of permitted uses within each Planned Unit Development must be submitted with the application for establishment of the District and the preliminary site plan and must be approved by the Planning Commission upon application by the owner of the property.
 - v. Procedures - An application for rezoning to "PUD" District shall be accompanied by a Preliminary Site Plan and text presenting the following information:
 - (1) Proposed land uses and population densities
 - (2) Proposed primary circulation pattern
 - (3) Proposed parks and playgrounds
 - (4) Delineation of the units or phases to be constructed together with a proposed timetable
 - (5) Proposed means of dedication of common open space areas and organizational arrangements for the ownership, maintenance and preservation of common open space,
 - (6) Relation to the City Comprehensive General Development Plan, land uses in the surrounding area and to the general plan of the PUD.

Rezoning procedures shall be in accordance with Article XVIII of this ordinance. Following the initial rezoning procedure, the proposed development shall follow all applicable procedures and requirements governing the subdivision of land. No building permit shall be issued until a final plat of the proposed development, or portion thereof, is approved, filed and recorded. No building designed or intended to be used, in whole or in part, for commercial purposes shall be constructed prior to the construction of less than 25% of the dwelling units proposed in the plan, or construction of 100 dwelling units, whichever is smaller. If construction of the "PUD" District is not started within two years of the date of approval, the Mayor and Board Aldermen may consider rezoning the site to its previous classification.

INFORMATION FROM HERNANDO PLANNING AND ZONING DOCUMENTS

The applicant, by showing good cause why he cannot adhere to the proposed timetable described in d (4), may seek an extension of not more than one (1) year at a time. A request for extension shall be submitted in writing to the Planning Commission.

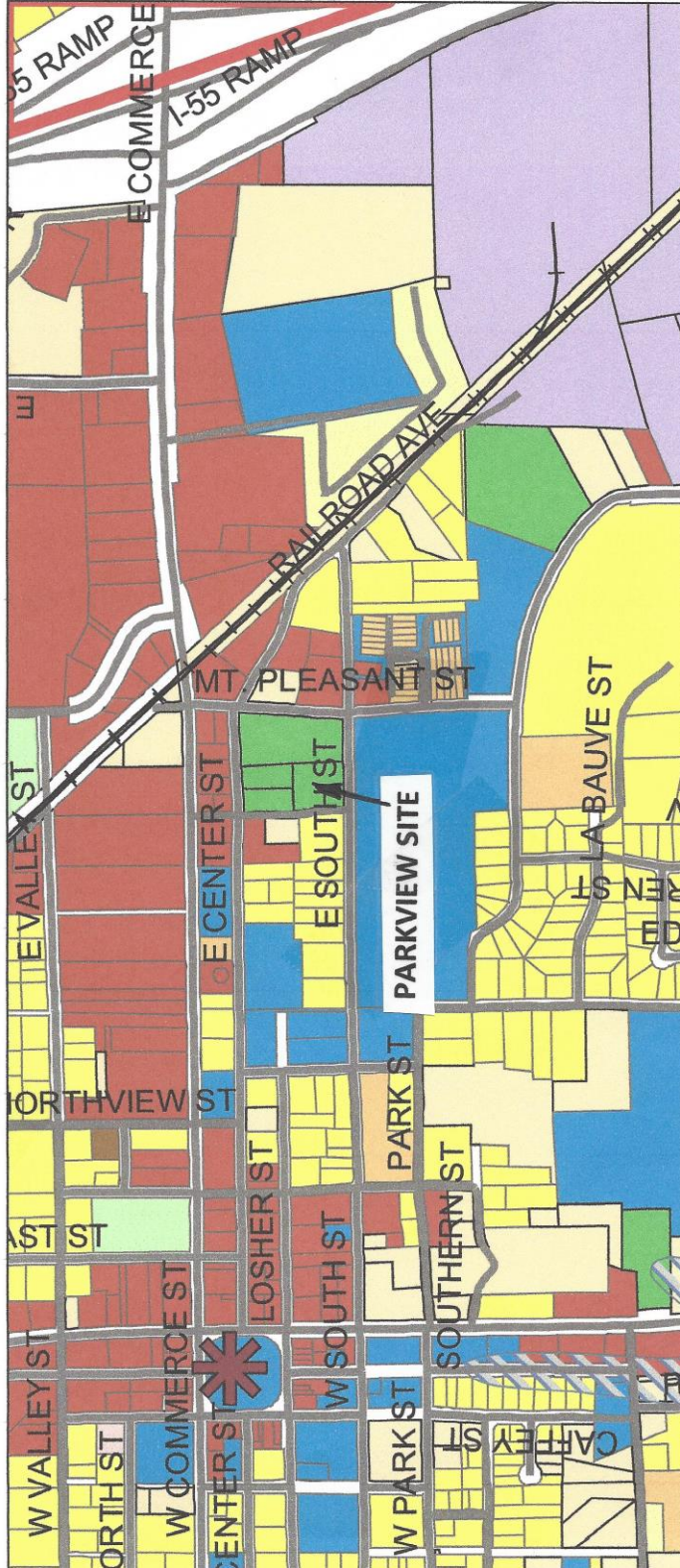
- vi. Review Standards: The site plan must provide for and conform entirely to the following standards and requirements:
- (1) In order to encourage ingenuity, imagination, and high quality design, regulations on residential areas will not specify minimum lot area per dwelling unit but will limit density in residential areas to 5 families per acre in single family dwellings or 20 families per acre in multifamily dwellings, subject to the appropriate provision of municipal services. This will allow clustering of dwellings to provide maximum open space.
 - (2) Street widths and improvements, thereof, as well as off street parking facilities must conform to city standards or in lieu of such standards, to requirements established by the City of Hernando
 - (3) Provisions for water supply, sanitary sewers, storm water drainage, and connections shall be made to the satisfaction and requirements of the City of Hernando and the appropriate State authority.
 - (4) All improvements are to be installed and maintained by the developer unless other arrangements approved by the City of Hernando are made.
 - (5) The City of Hernando may require other special improvements as they are required if they are deemed reasonable and essential, and may require that appropriate deed restrictions to be filed enforceable by the City of Hernando for 20 years.
 - (6) A minimum total area of 10% of the gross residential area shall be set aside as parks and playgrounds. Of this 10%, a maximum of one half may be covered with water. A maximum of 5% of the area designated to be parks and playgrounds may be covered with structures to be used in the recreational use of the area. Parks and playgrounds must be suitably improved for its intended use but parks and playgrounds containing natural features clearly worthy of preservation may be left unimproved.
 - (7) The developer shall also submit sketches of the plat-for the entire project showing the relationship of uses, street patterns, open space and the general character of the proposed development, including a schematic drawing illustrating a typical segment of the development

INFORMATION FROM HERNANDO PLANNING AND ZONING DOCUMENTS

<p>c. Single Family Medium - Density- Dependent</p>	<p>This land use classification allows the development of single-family detached dwellings on moderate size lots of at least 6,000 square feet. This category includes the type of single-family residences known as patio homes, townhouses, condominiums, and zero lot line homes.</p>	<p>- 4 to 8 units per acre</p>
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- i. **PURPOSE:** The care of existing medium-density dependent single-family residential land uses is necessary for the provision of smaller (and often more affordable) housing units. They are essential to providing a diverse selection of housing types and styles in the city. There are no planned future DSFMD areas. All new residential areas are in the Master Planned Low and Medium Density categories, Traditional Neighborhood Development, or Mixed Use categories.
- ii. **LOCATION POLICY:** Dependent Single-Family Medium Density Residential developments should be located on collector or major arterial streets.
- iii. **LAND USE/DENSITY POLICY:** Dependent Single-Family Medium Density Residential development occurs at densities of 3 to 7 dwelling units per acre. Appropriate uses include single-family detached housing, and suitable secondary uses, subject to conditions, including:
 - (1) Public and private non-profit community services that do not have an extensive impact (like large campus high schools and large church complexes).
 - (2) Utility installations.
 - (3) Low impact non-structural recreational uses in flood-prone areas (passive recreation).
 - (4) Allowable accessory uses.

CITY OF HERNANDO 2006 GENERAL DEVELOPMENT PLAN AS SHOWN IN THE 2007 COMPREHENSIVE PLAN



13

JULY 3, 2015

**SURVEY OF THE KIMBERLIN - PARKVIEW ONE ACRE LOT LOCATED IN THE
SOUTHWEST QUARTER OF SECTION 18; TOWNSHIP 3 SOUTH; RANGE 7 WEST;
CITY OF HERNANDO IN DESOTO COUNTY, MISSISSIPPI.**

Beginning at the southeast corner of the Town of Hernando Lot 4 in the southwest quarter of Section 18; Township 3 south; Range 7 West; thence north 0 degrees 57' 02" west 220.0 feet to the northeast corner of said Kimberlin lot; thence south 89 degrees 36' 49" west 208.9 feet along the north line of said lot to a point in the centerline of Ice Plant Lane; thence south 5 degrees 04' east 220.13 feet along the centerline of said road to a point; thence north 89 degrees 47' 27" east 193.08 feet to the point of beginning and containing 1.0 acres more or less.

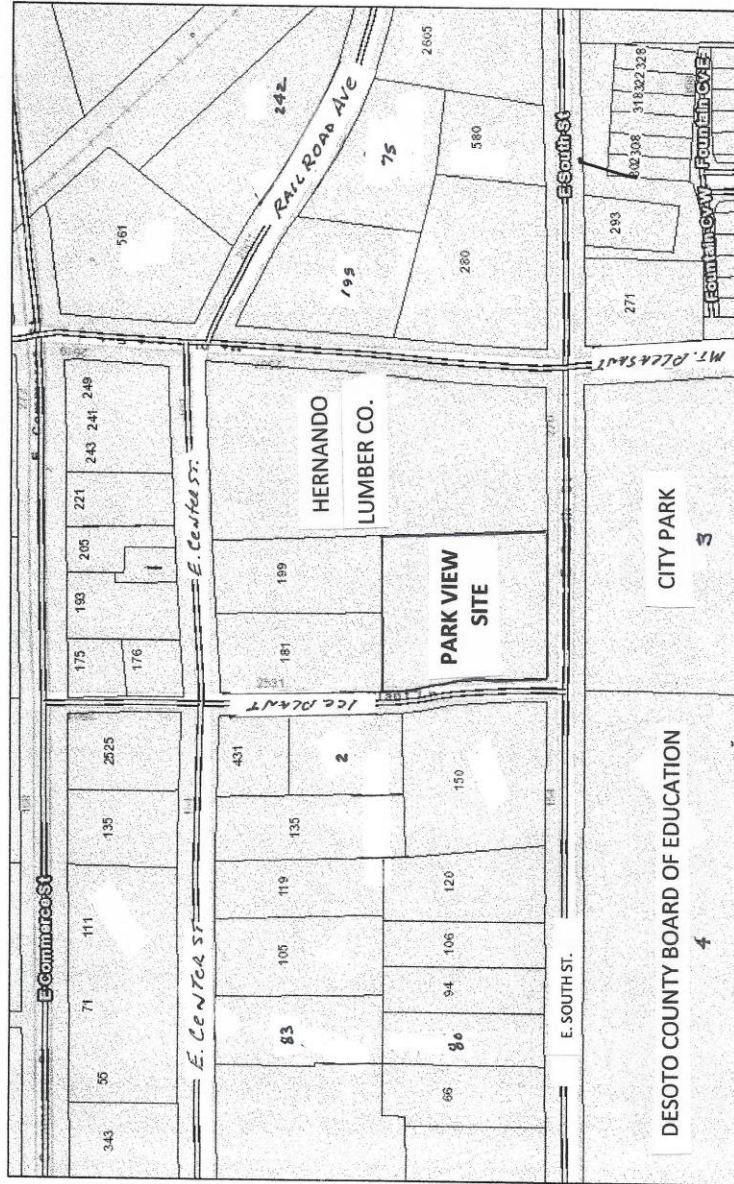
14

**PROPERTY OWNERS FOR THE KIMBERLIN -PARKVIEW PROPERTY
REZONING TO PUD IN HERNANDO, MISSISSIPPI**

3 City of Hernando
4 Desoto County Board of Education 5 E. South St., Hernando, MS. 38632
80 John Brewer 80 E South, Hernando, MS. 38632
83 Mike Brown 85 E Center, Hernando, MS. 38632
94 Ken Porter 2291 Pinetree Loop, Hernando, MS. 38632
105 John Bartholomew 105 E. Center, Hernando, MS. 38632
106 Lottie Merdith 106 E. South, Hernando, MS. 38632
119 Prentiss Turman 161 Northern St., Hernando, MS. 38632
120 Floy Gates 120 E. South Hernando, MS. 38632
135 Windord Bruce 6620 Davidson Rd., Olive Branch 38654
150 Clair Cox 571 Bradley Dr., Hernando, MS. 38632
252 Wilson Douglas 2529 Ice Plant St., Hernando, MS. 38632
175 Dorema LLC P.O. Box 127, Hernando, MS. 38632
176 Ice Plant Properties 598 Whitfield Dr, Hernando, MS. 38632
205 William Brooks Properties 2446, Caffey Hernando, MS. 38632
221 Daniel Murphy P.O. Box 587, Hernando, MS. 38632
243,241,249 Charles Wilkinson 1945 Stable Rd., Hernando, MS. 38632
561 Joel Davis 4515 Holly Springs Rd. Hernando, MS. 38632
242,75 Desoto County Co-Op 2245 Mt. Pleasant, Hernando, MS. 38632
280 Bob Moberly, P.O. Box 175, Boyce, VA. 22620
580 Tim Parker, 201 North Star, Hernando, MS. 38632
293,271 Frank Bechel 271 E. South St, Hernando, MS. 38632
431 Barnhart Inc 414 North St., Hernando, MS. 38632
2 Marjorie Williams 1720 Mt. Pleasant, Hernando, MS. 38632
181 Dennis Lott P.O. Box 898, Batesville, MS 38806
193,199 Stan Elam 193 Commerce, Hernando, MS. 38632
235 Hernando Lumber Co. P.O. Box 18295, Memphis, TN 38181
1 Mark Wilkinson 1145 Lakeview Dr., Hernando, MS. 38632
135 Ajax Leasing P.O. Box 188, Southaven, MS. 38671
111 Desoto County
Fountain Gate – Al Walters 785 Golden Pond Cr., Coldwater, MS 38618

OFFICE COPY

LOCATION MAP FOR THE KIMBERLIN - PARK VIEW SUBDIVISION PROPERTY
REZONING IN HERNANDO, MISSISSIPPI



JULY, 2015
SCALE 1" = 200'

16

HERNANDO PLANNING COMMISSION

475 W COMMERCE ST
HERNANDO, MS 38632

ZONING AMENDMENT APPLICATION

PHONE: 662-429-9092

*PC - Aug. 11
BPA Sept. 15*

(Office use only) APPLICATION FEE: See Attached TOTAL FEES: _____ RECEIVED BY: _____

ADDRESS OF PROPERTY: _____

NEAREST INTERSECTION: ICE PLANT LANE AND E SOUTH STREET

SECTION: 18 TOWNSHIP: 3S RANGE: 7W EXISTING ZONING: C-2 ZONING REQUEST: RM-G

GROSS ACREAGE: 1 TOTAL NUMBER OF LOTS: 8

TYPE OF SANITARY SEWER: PUBLIC LIST ANY EXISTING STRUCTURES: NONE

The following statements will need to be addressed. Space is provided for a response or a separate sheet may be used.

1. Was the original zoning classification for the property a mistake? If so why was it a mistake?

NO BUT THE PRESENT COMMERCIAL ZONING NO LONGER FITS THE NEIGHBORHOOD

2. Has the character of the neighborhood changed to such an extent to justify the proposed rezoning? (If the proposed zoning classification does not conform to the City's General Development Plan, the applicant shall be required to offer proof with regard to what major economic, zoning, physical, or social changes, if any, have occurred in the vicinity of the property in question, which were not anticipated by the General Development Plan which have altered the basic character of the area, to make the amendment appropriate.)

THE DEVELOPMENT OF SPORTS PARK ACROSS THE STREET HAS INFLUENCED CHANGE IN NEIGHBORHOOD. THE AREA TO THE SOUTH AND WEST HAS DEVELOPED MORE AS RESIDENTIAL

3. Is there an existing public need for the rezoning? SINCE THE LAST COMPREHENSIVE PLAN.

YES; IT WILL PROVIDE 7 CONDOMINIUMS THAT WILL HAVE ACCESS TO CITY PARK, WALKING DISTANCE TO SQUARE, AND DESOTO COUNTY BOARD OF EDUCATION OFFICE COMPLEX.

Note: If property owner is to be represented by another person, a designation of agent form must be notarized and turned in with the application materials. (Please Print)

John K. L... 695 Fairway Dr. Hernando MS 38632 Phone: 662-429-1010 Email: jk@fmbil.com

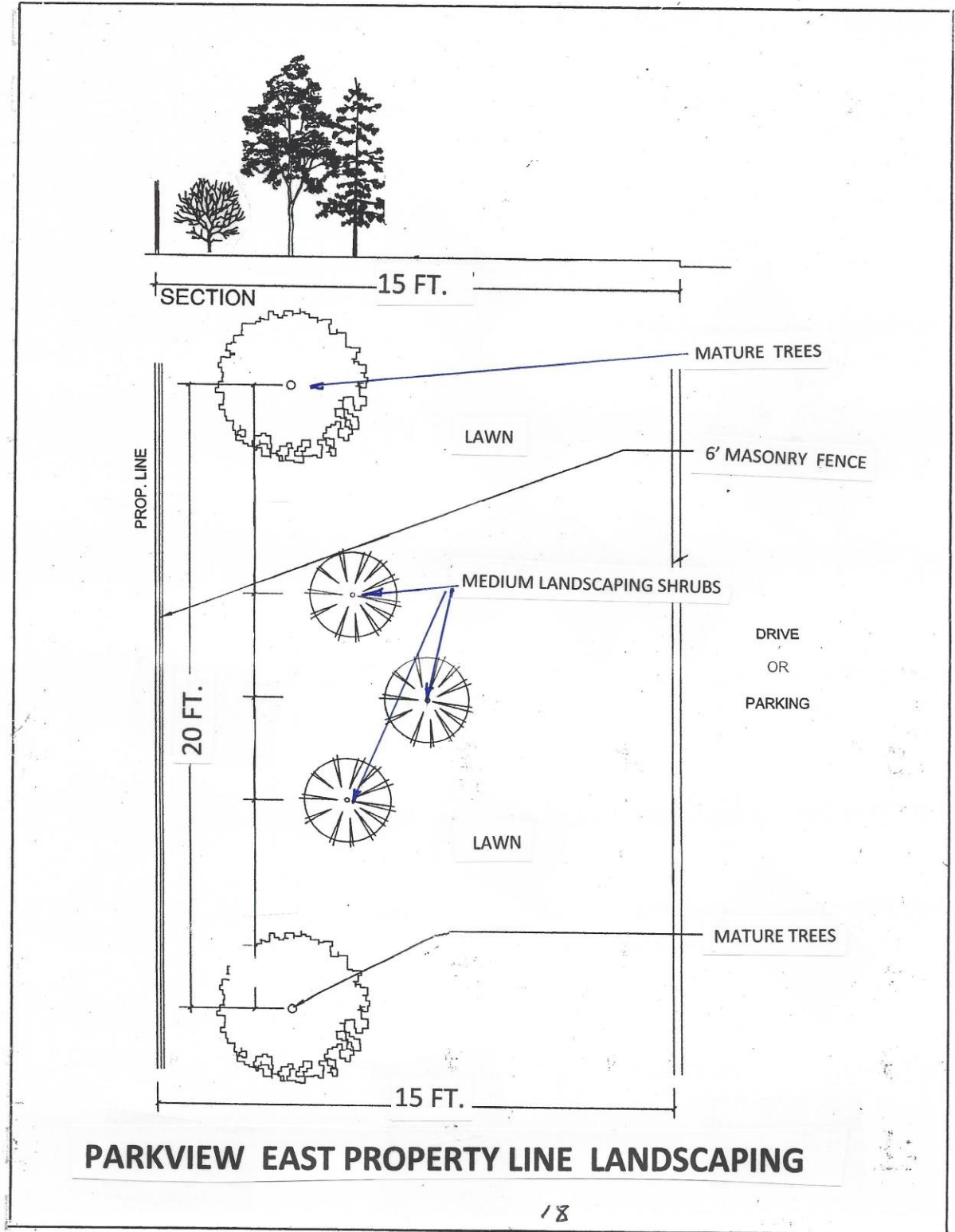
Engineer/Surveyor Address Phone E-mail

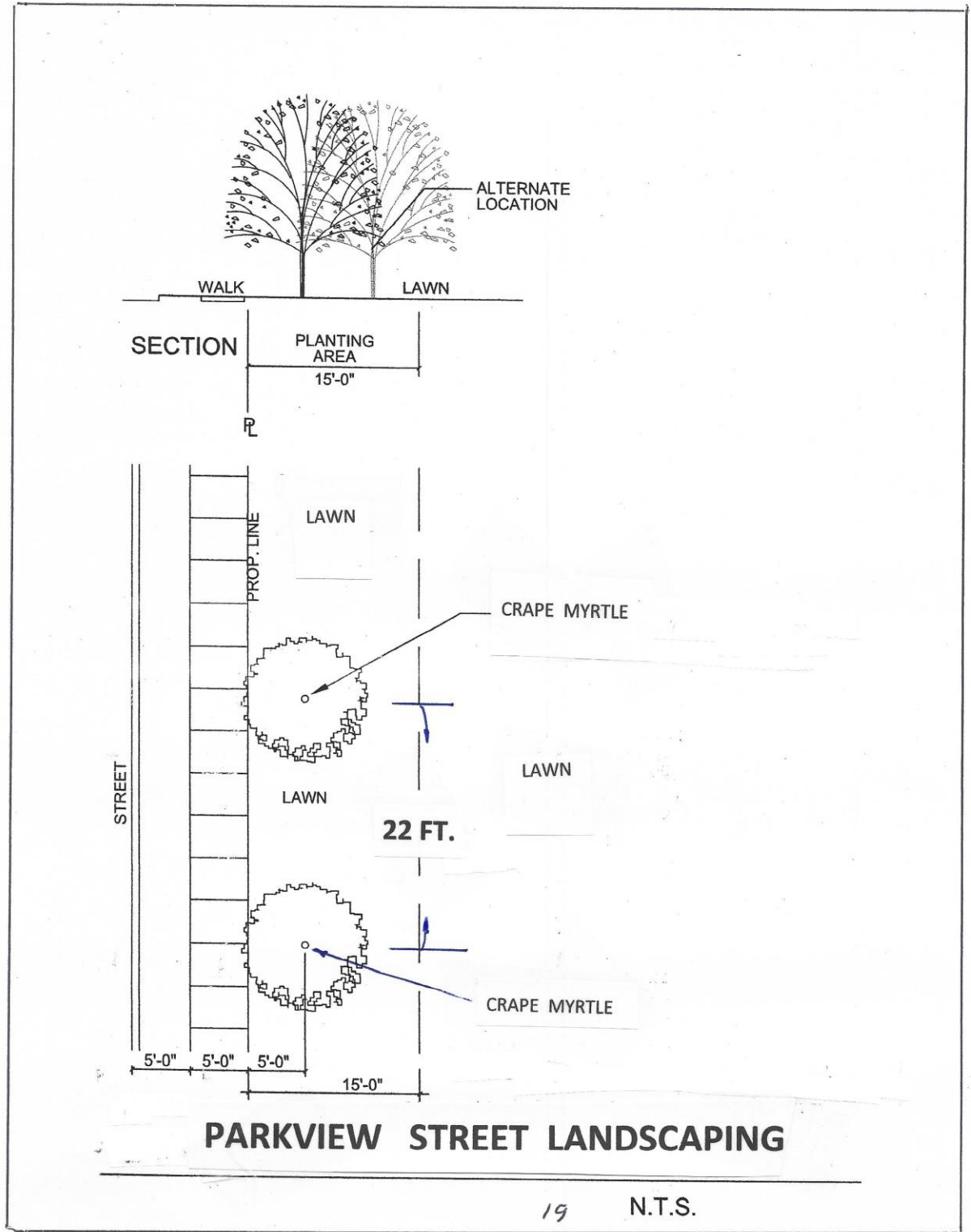
I, the undersigned, being the owner of record, or the owner's designated agent, certify that the above information is true and correct to the best of my knowledge. I further agree that I am informed concerning the provisions of the zoning ordinance of the City of Hernando, Mississippi, as it affects the approval of zoning amendments by the City. Applicant states that the following items are included with this application at the time of submission by initialing each item:

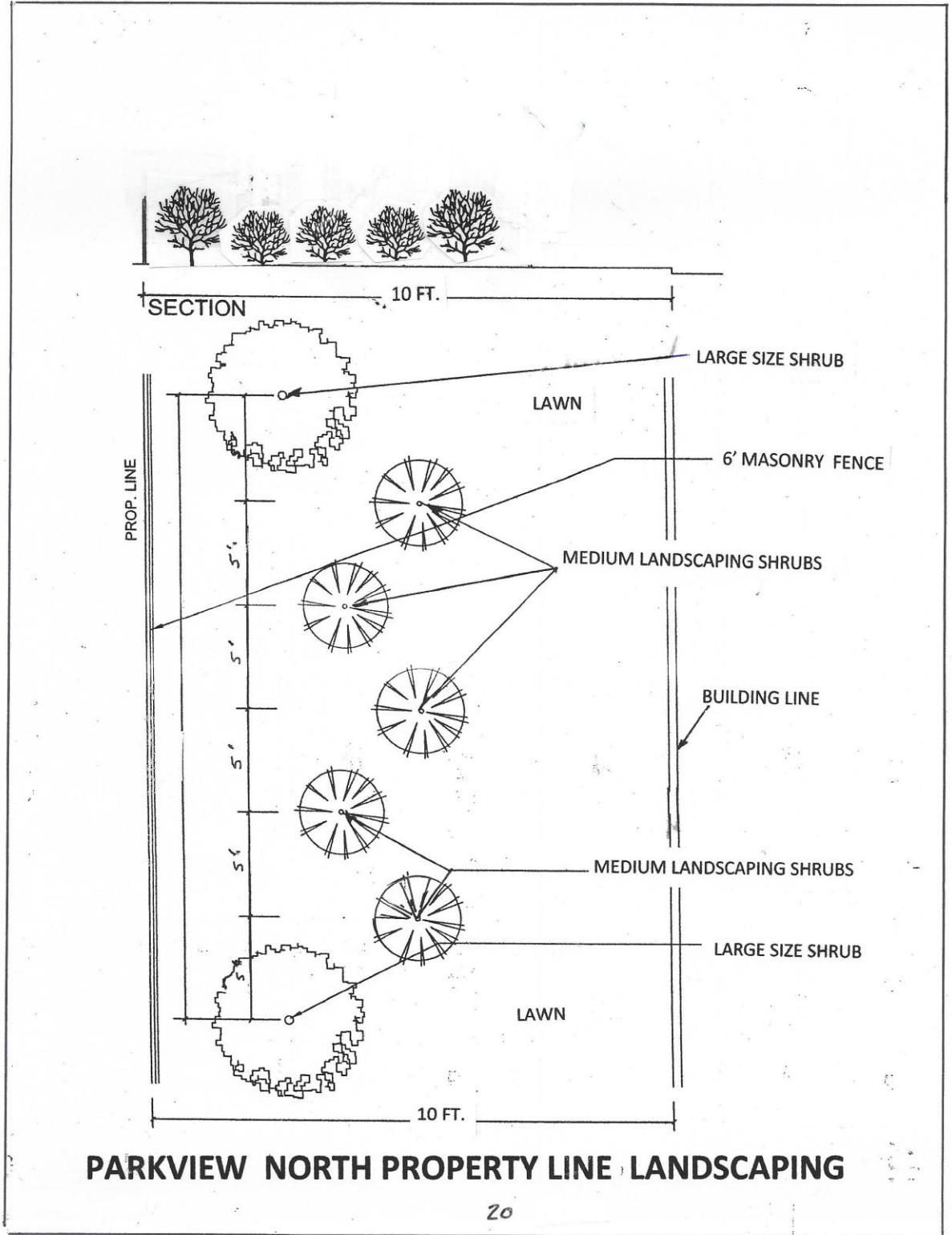
- A current survey of the property sought to be rezoned, prepared by an engineer or land surveyor.
- A legal description by metes and bounds of the entire property to be zoned based upon the prepared survey. If the property is to be split between two or more zoning designations, then separate legal descriptions are required for each designation.
- A drawing of the neighborhood, drawn to scale, showing all properties, and the owners of those properties, within 500 ft. of any property line of the subject property, including the dimensions of each property, and the widths of all streets, roads or alleys.
- A list of the names and addresses of the owners reflected upon the drawing of the neighborhood on gummed mailing labels.
- Agree to required property notification.
- All required items are submitted in a digital format.

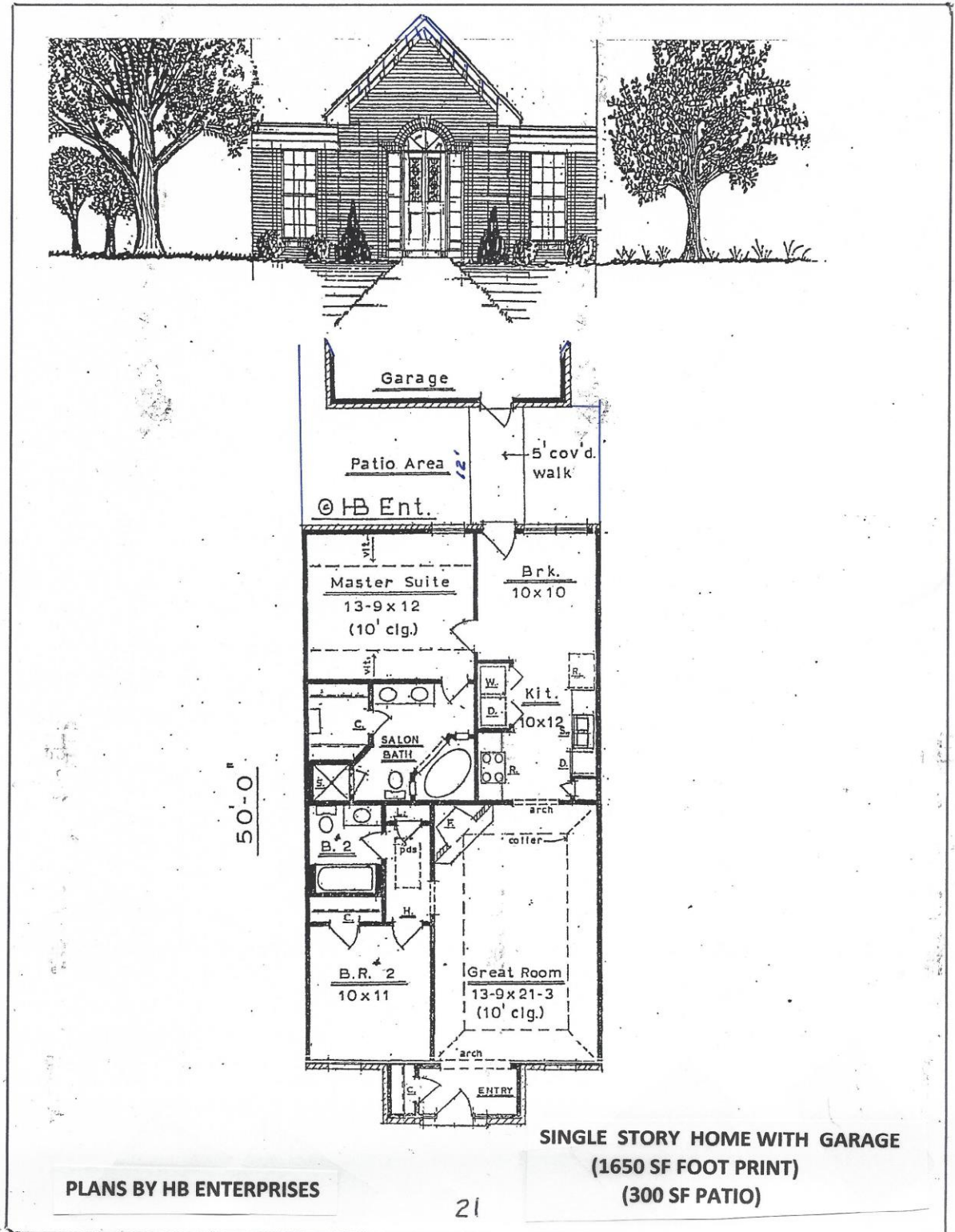
John K. L...
SIGNATURE OF PROPERTY OWNER OR DESIGNATED AGENT

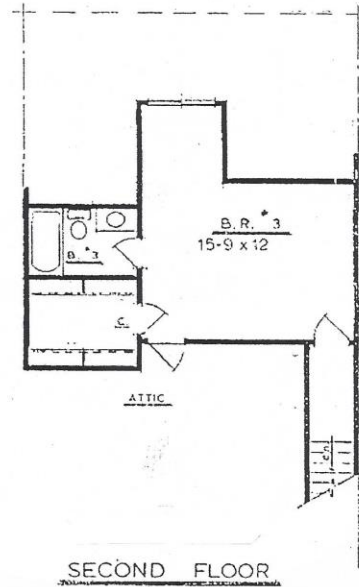
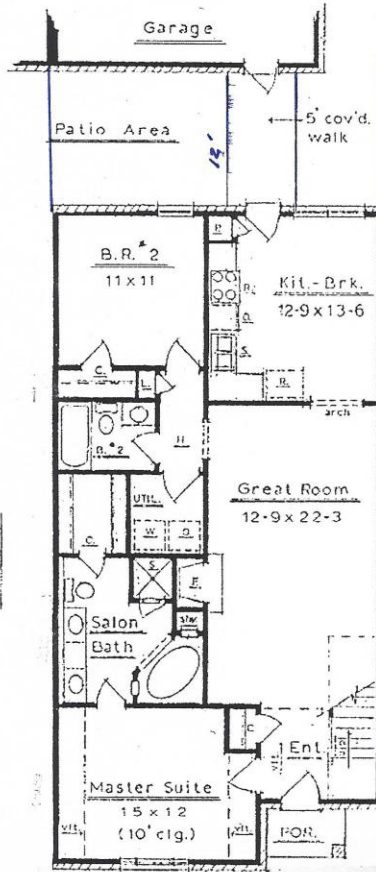
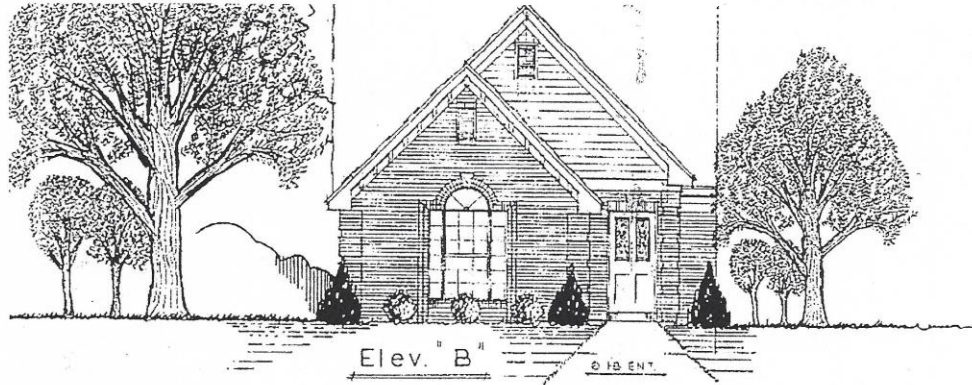
7-10-15
DATE









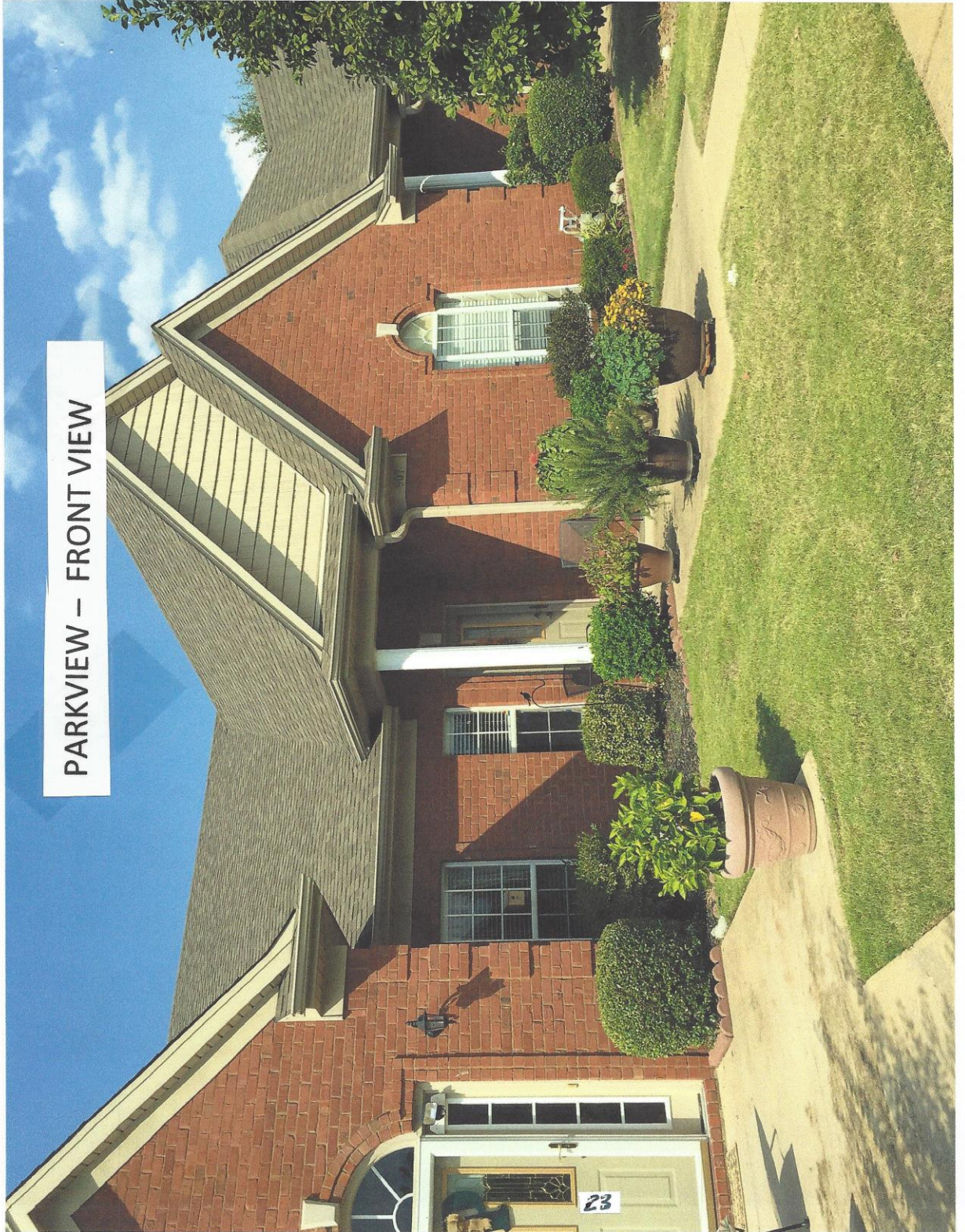


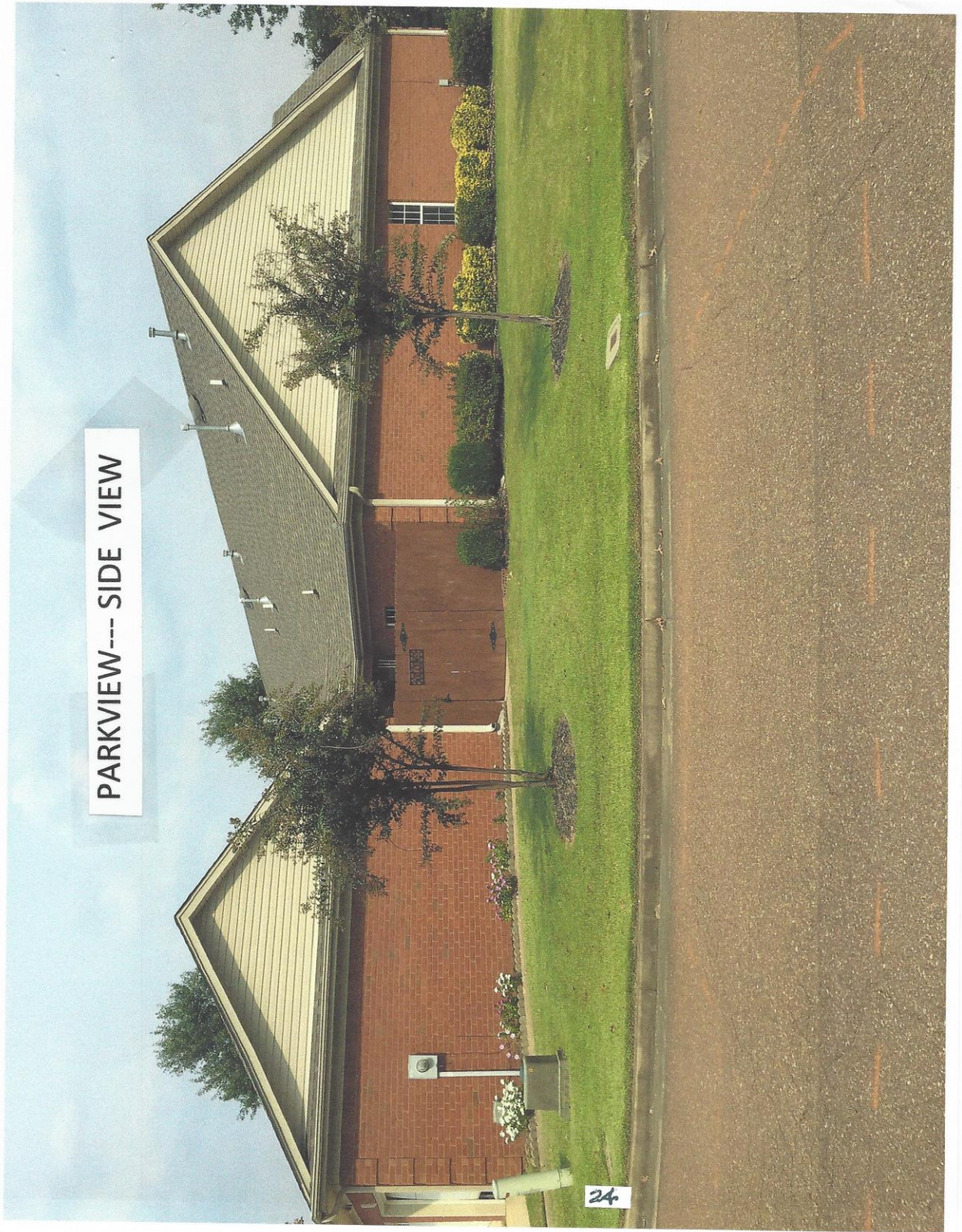
PLANS BY HB ENTERPRISES

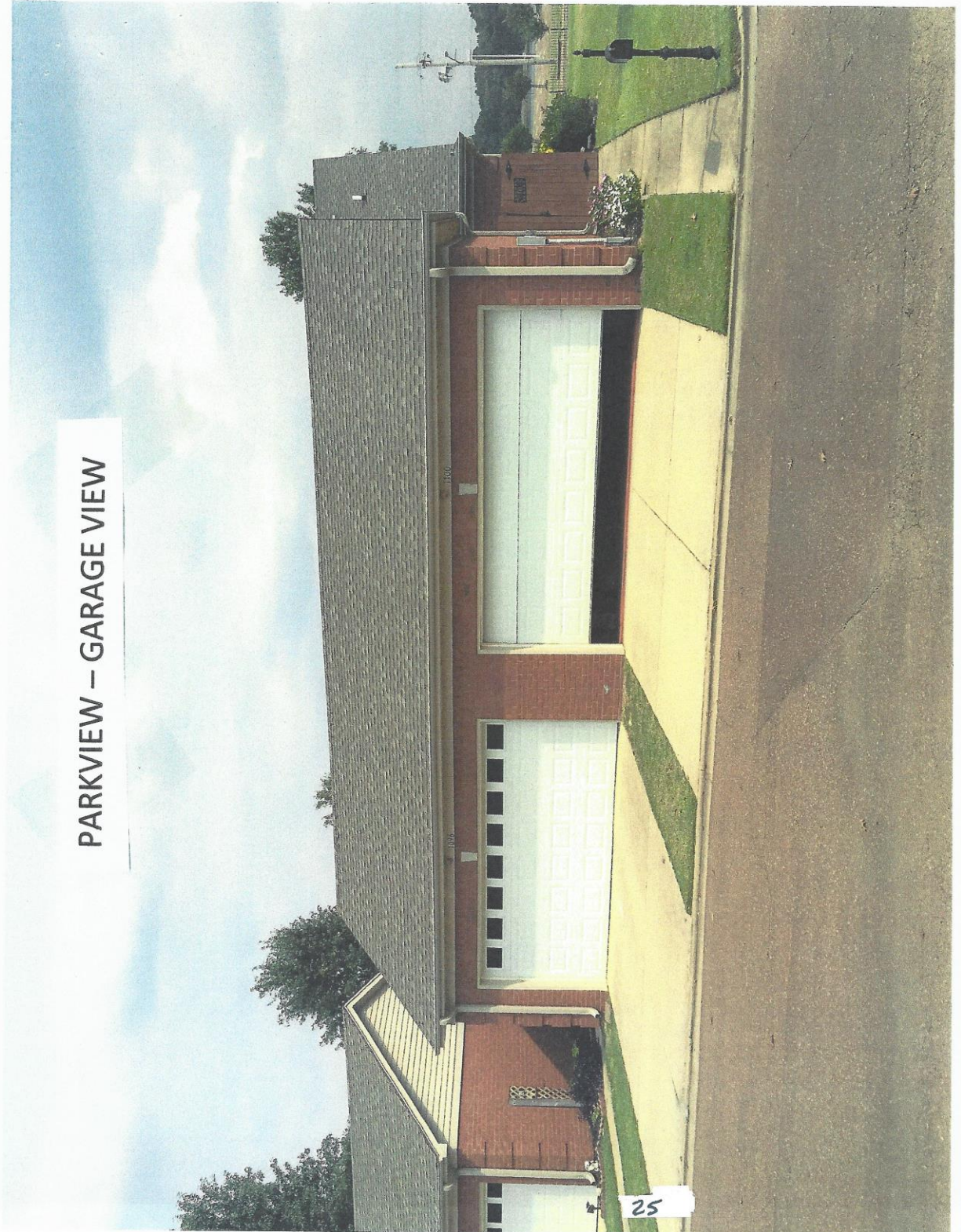
FIRST FLOOR
25'-0"

22

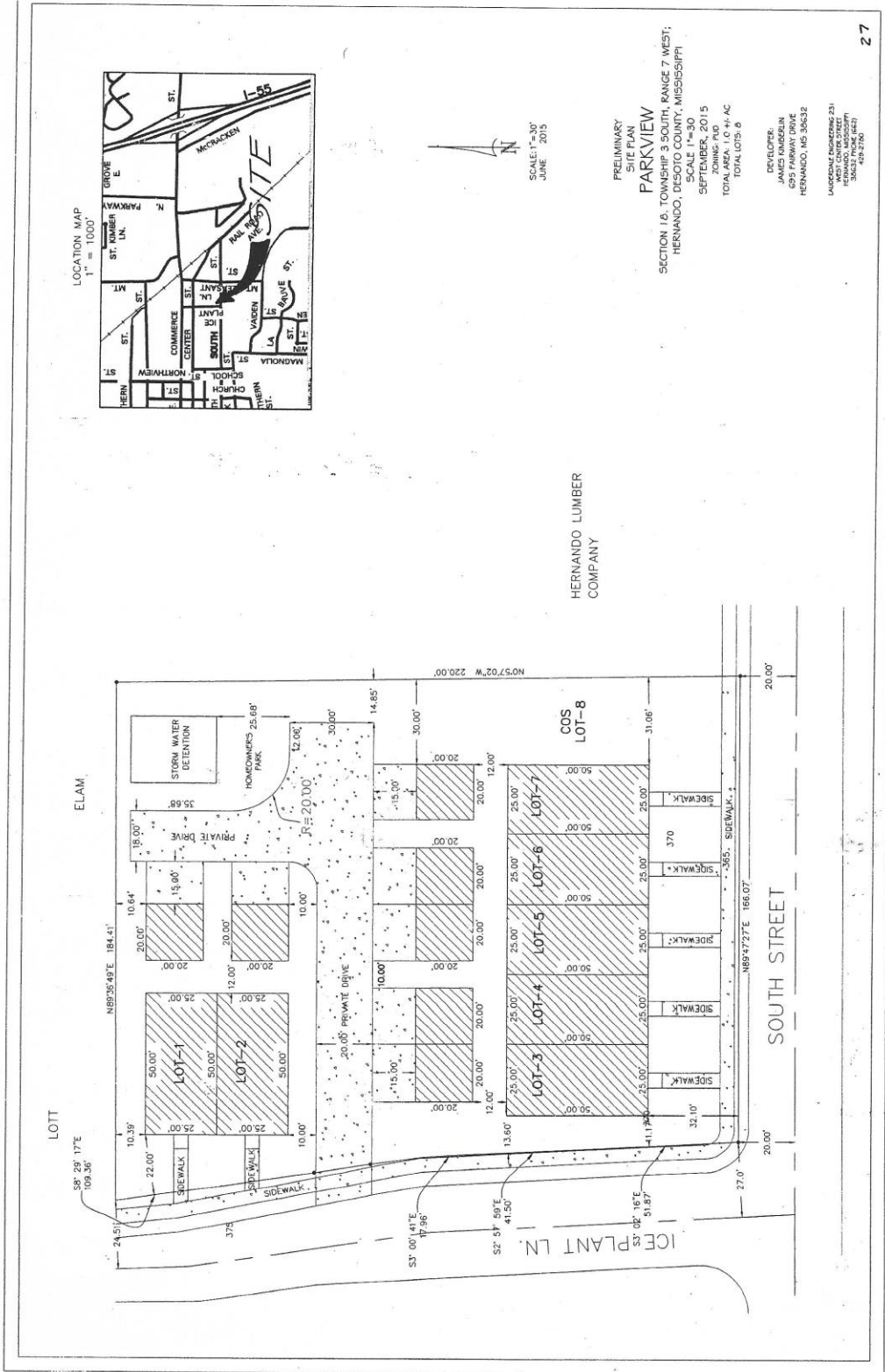
ONE/HALF STORY HOME WITH GARAGE
(2000 SF FOOT PRINT)
(300 SF PATIO)







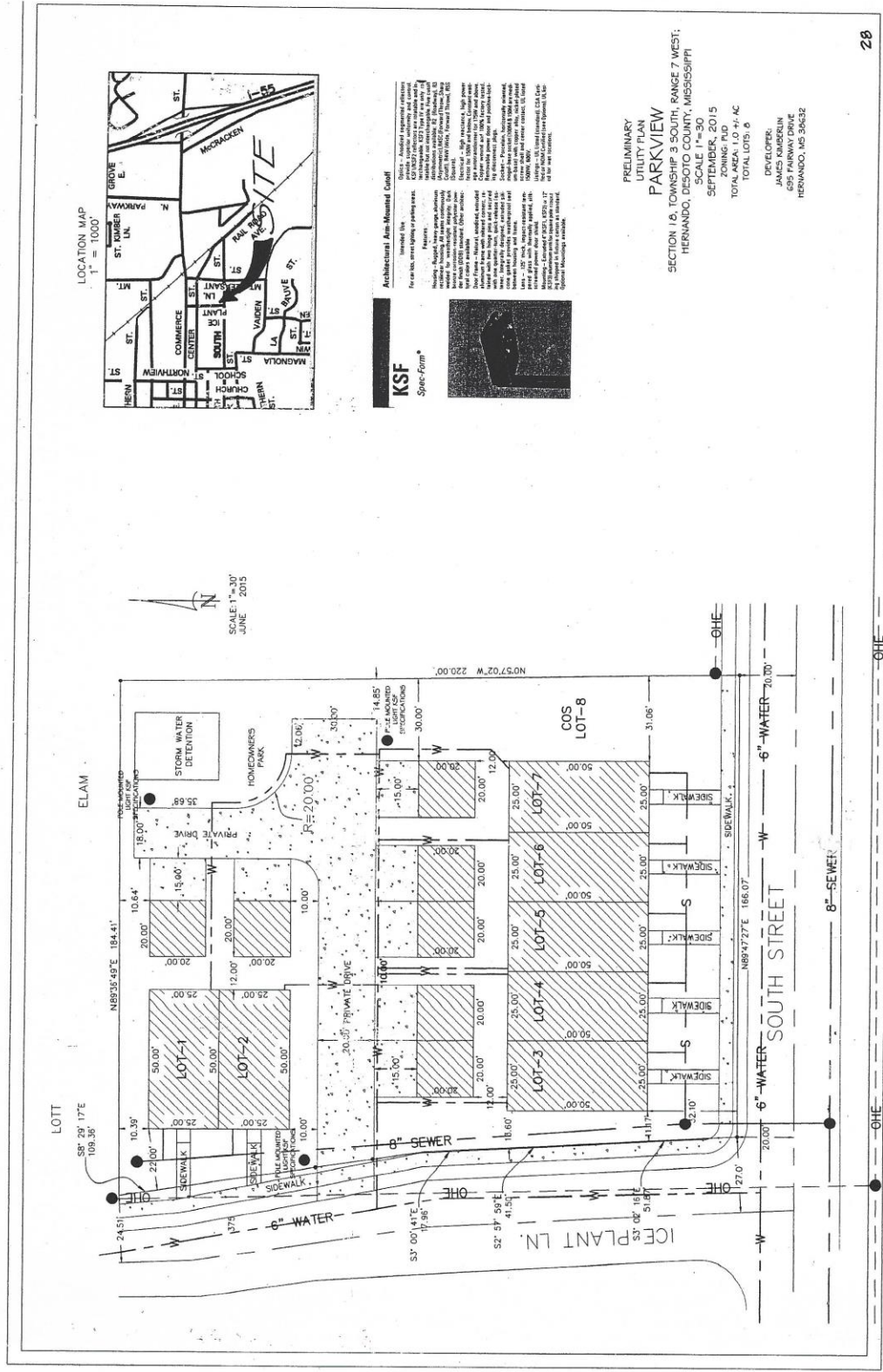




PRELIMINARY
SITE PLAN
PARKVIEW
SECTION 16, TOWNSHIP 3 SOUTH, RANGE 7 WEST;
HERNANDO, DESETO COUNTY, MISSISSIPPI
SCALE 1"=30'
SEPTEMBER, 2015
ZONING: PUD
TOTAL LOTS: 8 AC
TOTAL LOTS: 8

PREPARED BY:
JAMES DAMERON
625 PARKWAY DRIVE
HERNANDO, MS 38632

LANDSCAPE ENGINEERING 231
HERNANDO, MISSISSIPPI
306-421-7800
421-2750

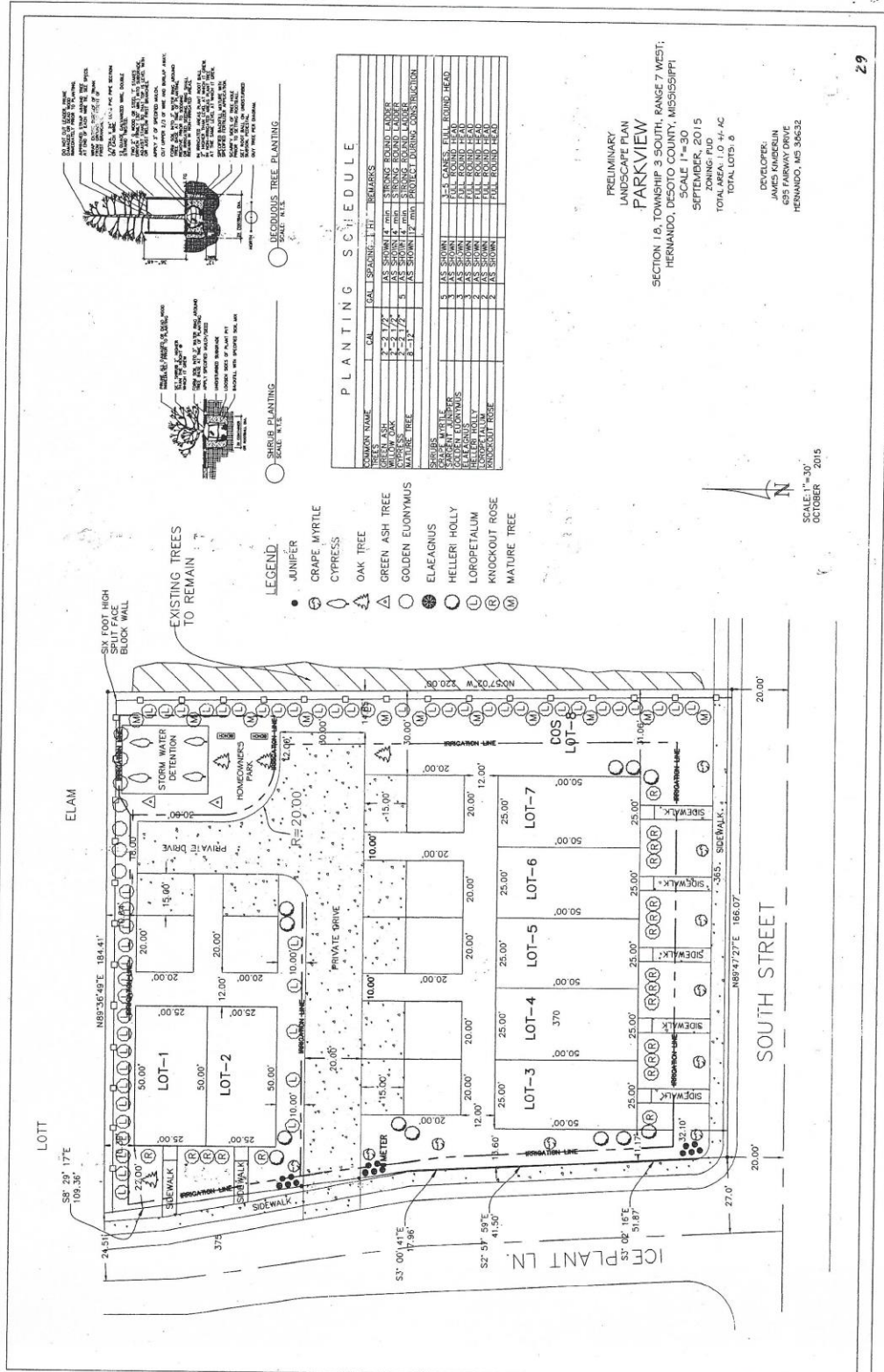


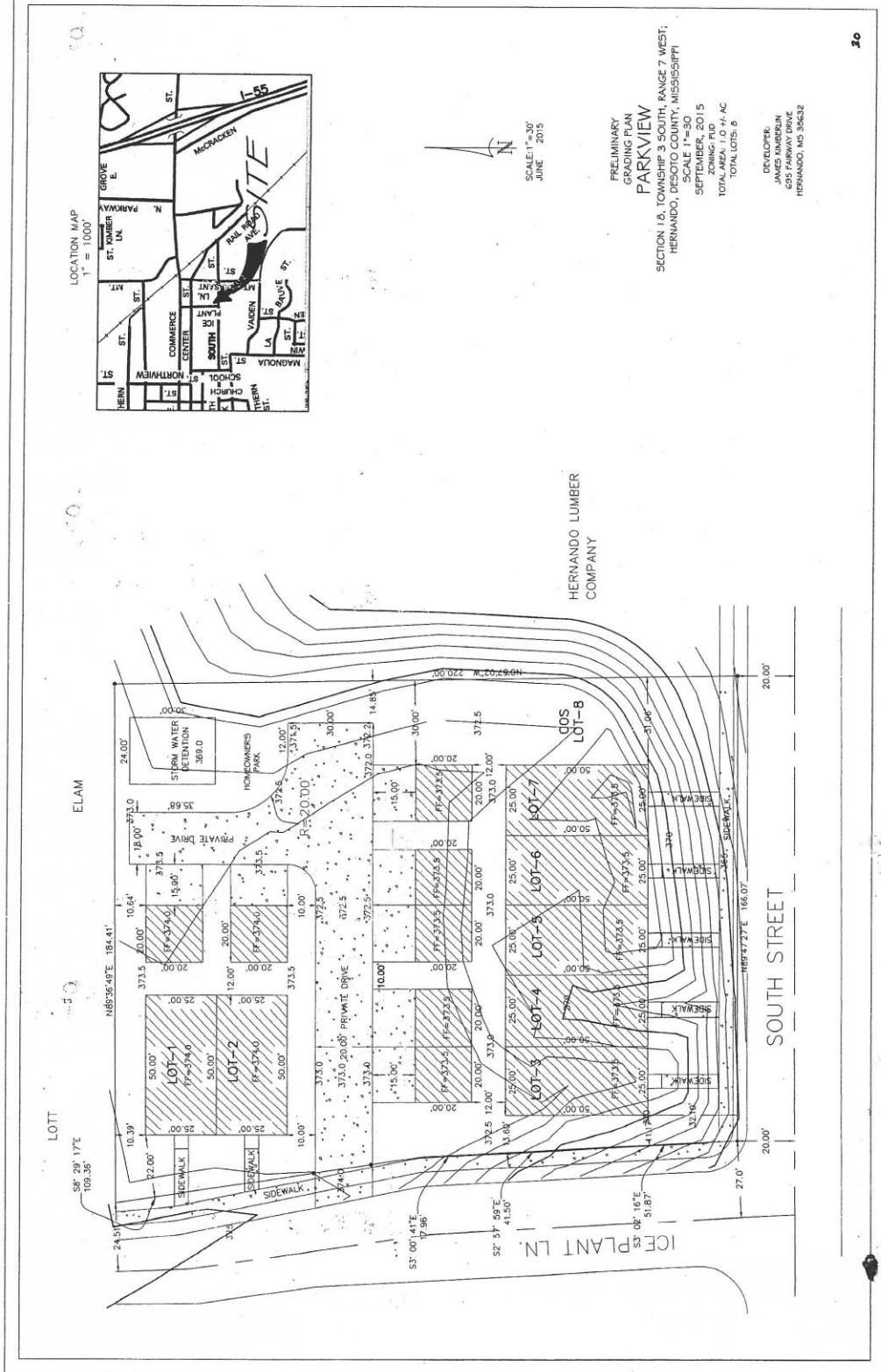
KSF
 Space-Form®

Architectural Art-Mounted Cutoff
 For use with street lighting or parking signs.

Features:
 - Available in 12" and 18" heights.
 - Available in 12" and 18" widths.
 - Available in 12" and 18" depths.
 - Available in 12" and 18" lengths.
 - Available in 12" and 18" diameters.
 - Available in 12" and 18" radii.
 - Available in 12" and 18" thicknesses.
 - Available in 12" and 18" weights.

PRELIMINARY UTILITY PLAN
PARKVIEW
 SECTION 16, TOWNSHIP 3 SOUTH, RANGE 7 WEST,
 HERNANDO, DECATUR COUNTY, MISSISSIPPI
 DATE: SEPTEMBER 2015
 ZONING: RUD
 TOTAL AREA: 1.0 +/- AC
 TOTAL LOTS: 8
 DEVELOPER:
 JAMES KUMERLIN
 695 PARKWAY DRIVE
 HERNANDO, MS 38632





Mayor Johnson asked if anyone from the public would like to speak.

Mr. Kimberlin was asked how many heated square feet would the houses be.

Mr. Kimberlin answered that it would be 1650 heated square feet and the total of 2200.

Jared Darby mentioned that the pattern book requires a minimum of 1200 heated and 1600 total.

Motion was duly made by Alderman McLendon, and seconded by Alderman Higdon to approve application for a zoning map amendment, submitted by Jim Kimberlin, requesting a zoning amendment for 1.0 acre from C-2, Highway Commercial to PUD, Planned Unit Development, parcel number 307418003 0003100. A vote was taken with the following results:

Those voting "Aye": Alderman Hobbs, Alderman Lauderdale, Alderman Bryant, Alderman Miller, Alderman Higdon, Alderman McLendon, and Alderwoman Brooks.

Those voting "Nay": None.

ORDERED AND DONE this the 15th day of March, 2016

ADJOURN

There being no further business at this time a motion was duly made by Alderman Lauderdale, seconded by Alderman Bryant to adjourn.

Motion passed with a unanimous vote of "Aye".

MAYOR CHIP JOHNSON

ATTEST:

KATIE HARBIN, CITY CLERK